

Jennifer Wood
Mayor

J. Carlos Gomez
Mayor Pro Tem

Chuck McGuire
Council Member

Donald Parris
Council Member

Eugene Stump
Council Member



AGENDA

CITY OF CALIFORNIA CITY CITY COUNCIL

Tuesday June 12, 2018
6:00pm

Council Chambers
21000 Hacienda Blvd.
California City, Ca 93505

If you need special assistance to participate in this meeting, please contact the City Clerk's office at (760) 373-7140. Notification of 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 American Disabilities Act Title II)

NOTE: Any writings or documents provided to a majority of the City Council regarding any item on this agenda is available for public inspection in the City Clerk's office at City Hall located at 21000 Hacienda Blvd, California City, Ca during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable laws. These writings are also available for review in the public access binder in the Council Chambers at the time of the meeting.

LATE COMMUNICATIONS: Following the posting of the agenda any emails, writings or documents that the public would like to submit to the council must be received by the City Clerk no later than 3pm the Monday prior to the meeting. Past that deadline citizens may bring these items directly to the meeting. Please bring 10 copies for distribution to council, staff and the public.

June 12, 2018

*****At this time, please take a moment to turn off your cell phones*****

CALL TO ORDER

PLEDGE OF ALLEGIANCE / INVOCATION

ROLL CALL

Councilmembers McGuire, Parris, Stump, Mayor Pro Tem Gomez, Mayor Wood

ADOPT AGENDA

CITY CLERK REPORTS / LATE COMMUNICATIONS

PRESENTATIONS

Mayor Wood - Recognition of Service; Bishop Samuel Pope

STAFF ANNOUNCEMENTS / REPORTS

Police Chief Hurtado – Department Update

Fire Chief Goodell – Department Update

Public Works Director Platt – Department Update

Interim Finance Director Sadeghian – Finance Department Update

City Parks Supervisor Daverin – Department Update

AB 1234 – Council Updates

CIVIC / COMMUNITY / ORGANIZATIONS ANNOUNCEMENTS Please state your name for the record and limit your comments to three minutes.

PUBLIC BUSINESS FROM THE FLOOR This portion of the meeting is reserved for persons desiring to address the City Council on any matter not on this agenda, and over which the City Council has jurisdiction. Please state your name for the record and limit your comments to three minutes.

CONSENT CALENDAR All items on the consent calendar are considered routine and non-controversial and will be approved by one motion if no member of the Council, staff or public wishes to comment or ask questions. (Public comments to be limited to three minutes) Roll call vote required.

CC 1. CITY CHECK REGISTERS dated through 06/07/18

CC 2. Drug and Alcohol Policy Addendum

CC 3. Accept the bid and execute a construction agreement with Nagle Earthworks, for the roadway rehabilitation of Randsburg-Mojave Road from Mendiburu Rd. to Memorial Dr. – STPL – 5399 (026).

CONTINUED BUSINESS

CB 1. Proposed Resolution Stating the City Council's Intent on setting the Public Safety Only Parcel Tax for FY 18/19 – City Manager Stockwell

Recommendation

Staff recommends that the Council not adopt this resolution and allow voters to make their decision on Measure C as it is on the ballot. However, if the Council desires to

June 12, 2018

ultimately set the tax at 42 cents this resolution likely avoids some of the confusion that will be created by the Council taking such a position.

CB 2. Proposed Provisional Budget for July 1, 2018 – August 2018 – City Manager Stockwell

Recommendation

Council discuss and direct the City Manager to carry forward the currently authorized expenses of all city operations for the period of July 1, 2018 through August 31, 2018 as follows:

1. Authorize a provisional budget of the City to be set at 16% of the of the 2017-2018 Annual Budget (16% equals 2 months).
2. Continue the hiring freeze (warranted positions will be brought to council for approval) and out sourcing freeze currently instituted by the City Council.
3. Continue the overtime restrictions set by the City Manager.
4. Affirm that it is the Council's intent that all currently employed employee's positions and funding will continue through at least August 31, 2018 and that expenses during the during the period of July 31, 2018 and August 31, 2018 shall be strictly limited to the minimum necessary to maintain current operations. In no case will expenses exceed the line item levels set in Paragraph 1 without prior Council approval.

CB 3. Proposed Amendments to Cannabis Business Ordinances – City Manager Stockwell

Recommendation

City Council receive and discuss the proposed amendments on first reading, consider any additional changes and direct staff to prepare an ordinance for first reading at the next regular meeting

NEW BUSINESS

NB 1. Seasonal Parks and Rec Employees – City Manager Stockwell

Recommendation

Council discuss, waive hiring freeze and approve the hiring of the positions as outlined through the end of August 2018.

NB 2. Associate Planner – Exempt Position – City Manager Stockwell

Recommendation

Council discuss, waive hiring freeze and approve the hiring of Anu Doravari as an Associate Planner

June 12, 2018

COUNCIL AGENDA

This portion of the meeting is reserved for council members to present information, announcements, and items that have come to their attention. The Brown Act precludes Council, staff or public discussion. Short staff responses are appropriate. The Council will take no formal action. A Council member may request the City Clerk to calendar an item for consideration at a future meeting or refer an item to staff.

**Councilmember McGuire
Councilmember Parris
Councilmember Stump
Mayor Pro Tem Gomez
Mayor Wood**

ADJOURNMENT

AFFIDAVIT OF POSTING: This agenda was posted on all official City bulletin boards, the City's website and agenda packets were completely accessible to the public at City Hall at least 72 hours prior to the Council Meeting.

Denise Hilliker, City Clerk

Report Criteria:

Report type: Invoice detail

Bank Number = 1

Check Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
05/18	05/22/2018	102764	Stockwell, Robert	Travel Cannabis Conf 05/2	TRAVEL 052518	546.64	546.64
Total 102764:							546.64
05/18	05/22/2018	102765	Hall Letter Shop, Inc	Postage - Consumer Confid	D5099	1,111.25	1,111.25
Total 102765:							1,111.25
05/18	05/22/2018	102766	Melnyk, Raymond	Damage Claim 041218	DAMAGE CLAIM 041	2,178.00	2,178.00
05/18	05/22/2018	102766	Melnyk, Raymond	Damage Claim 112717	DAMAGE CLAIM 112	950.00	950.00
Total 102766:							3,128.00
Grand Totals:							4,785.89

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 5/22/18Finance Department Cynthia Foster

CC 1.

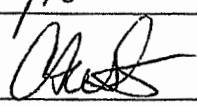
Report Criteria:

Report type: Invoice detail

Bank Bank Number = 1

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
05/18	05/23/2018	102549	Ilona Eubank	Political Sign Deposit Refun	DEPOSIT REFUND 3	100.00-	100.00-
Total 102549:							100.00-
05/18	05/23/2018	102767	Ilona Eubank	Political Sign Deposit Refun	DEPOSIT REFUND 3	100.00	100.00
Total 102767:							100.00
Grand Totals:							.00

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 5/24/18Finance Department 

Report Criteria:

Report type: Invoice detail

Bank Bank Number = 1

Check Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
05/18	05/24/2018	102768	Kern County Elections	Measure C Special Election	MEAS C 073118	136.50	136.50
Total 102768:							136.50
Grand Totals:							136.50

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 5/24/18Finance Department Joan B. Williams Accountant

Report Criteria:

Report type: Invoice detail

Bank Bank Number = 1

Check Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
06/18	06/04/2018	102769	Frontier	PD Outgoing Long Distance	040709-5 051318	27.75	27.75
06/18	06/04/2018	102769	Frontier	PD Outgoing Long Distance	070174-5 051318	270.57	270.57
06/18	06/04/2018	102769	Frontier	Airport Telephone	081503-5 051918	2,782.27	2,782.27
Total 102769:							3,080.59
06/18	06/04/2018	102770	SoCalGas	Gas Service	173 738 1691 1 051	578.84	578.84
06/18	06/04/2018	102770	SoCalGas	Pool Gas	187 876 2570 8 051	61.99	61.99
Total 102770:							640.83
06/18	06/04/2018	102771	Verizon Wireless	Engine Air Card	9807337285	38.01	38.01
Total 102771:							38.01
06/18	06/04/2018	102772	Verizon	City Camera Data/Transmi	9807377284	152.26	152.26
Total 102772:							152.26
06/18	06/04/2018	102773	Western Alliance Bank-LN PM	P & I on WWTP Debt Servic	48633 050118	28,907.93	28,907.93
Total 102773:							28,907.93
Grand Totals:							32,819.62

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 6/4/18Finance Department [Signature]

Report Criteria:

Report type: Invoice detail

Bank.Bank Number = 1

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
06/18	06/06/2018	102484	Command Strategies Consulti	Employee Investigation	91 - VOID	2,545.30-	2,545.30-
Total 102484:							2,545.30-
06/18	06/06/2018	102774	Charter Communications	Police Basic Web Hosting Cl	11143052118	1,304.46	1,304.46
Total 102774:							1,304.46
06/18	06/06/2018	102775	Garcia, Anna	Linn PARSAC Board Meetin	TRAVEL 053118	235.47	235.47
Total 102775:							235.47
06/18	06/06/2018	102776	Home Depot Credit Services	Staff Restroom City Hall	1012464	152.21	152.21
06/18	06/06/2018	102776	Home Depot Credit Services	Staff Restroom City Hall	1060283	575.78	575.78
06/18	06/06/2018	102776	Home Depot Credit Services	Housing Hardware Supplie	1591206	60.21	60.21
06/18	06/06/2018	102776	Home Depot Credit Services	PD Blinds	1591207	144.30	144.30
06/18	06/06/2018	102776	Home Depot Credit Services	Housing Hardware Supplie	5022363	1,194.03	1,194.03
06/18	06/06/2018	102776	Home Depot Credit Services	Housing Hardware Supplie	8011557	1,006.36	1,006.36
Total 102776:							3,132.89
06/18	06/06/2018	102777	Verizon Wireless	PW Cell Phone Service	9808023517	238.24	238.24
Total 102777:							238.24
06/18	06/06/2018	102778	ADT Security Services	Strata Security Services	87614121 051318	146.25	146.25
Total 102778:							146.25
06/18	06/06/2018	102779	Alexander Enterprises, Inc	Monthly water billing	2562	3,044.87	3,044.87
Total 102779:							3,044.87
06/18	06/06/2018	102780	Amber Chemical, Inc.	Hypochlorite Solution	0349573-IN	309.95	309.95
06/18	06/06/2018	102780	Amber Chemical, Inc.	Hypochlorite Solution	0349867-IN	510.51	510.51
Total 102780:							820.46
06/18	06/06/2018	102781	AmeriPride	PW Uniform Service	2100683582	172.24	172.24
06/18	06/06/2018	102781	AmeriPride	Uniform Maintenance	2100685173	285.12	285.12
06/18	06/06/2018	102781	AmeriPride	Uniform repair/maint	2100686686	173.24	173.24
Total 102781:							630.60
06/18	06/06/2018	102782	Angulo, Leobardo	Uniform Allowance	UNIFORM 052518	600.00	600.00
Total 102782:							600.00
06/18	06/06/2018	102783	Arroyo, Jordan	Uniform Allowance	UNIFORM 052518	600.00	600.00
Total 102783:							600.00
06/18	06/06/2018	102784	Blanton, Ben	Uniform Allowance	UNIFORM 052518	600.00	600.00

PRE-ISSUED

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 102784:							600.00
06/18	06/06/2018	102785	Boot Barn, Inc	Boot Purchase Toledo, Van	IVC0138088	278.10	278.10
Total 102785:							278.10
06/18	06/06/2018	102786	Borton Petrini LLP	Aries. R Case CC 038	659867	1,786.82	1,786.82
Total 102786:							1,786.82
06/18	06/06/2018	102787	Boston, John	Uniform Allowance	UNIFORM 052518	600.00	600.00
Total 102787:							600.00
06/18	06/06/2018	102788	Byerly Veterinary Service	DEA License Use & Log Ins	10028	90.00	90.00
06/18	06/06/2018	102788	Byerly Veterinary Service	DEA License Use & Log Ins	10029	90.00	90.00
06/18	06/06/2018	102788	Byerly Veterinary Service	DEA License Use & Log Ins	10031	90.00	90.00
06/18	06/06/2018	102788	Byerly Veterinary Service	DEA License Use & Log Ins	10033	90.00	90.00
06/18	06/06/2018	102788	Byerly Veterinary Service	DEA License Use & Log Ins	10034	90.00	90.00
06/18	06/06/2018	102788	Byerly Veterinary Service	DEA License Use & Log Ins	10035	90.00	90.00
06/18	06/06/2018	102788	Byerly Veterinary Service	DEA License Use & Log Ins	10036	90.00	90.00
06/18	06/06/2018	102788	Byerly Veterinary Service	DEA License Use & Log Ins	10037	90.00	90.00
Total 102788:							720.00
06/18	06/06/2018	102789	Cal City Pet Clinic	Vet Services	37593	30.00	30.00
06/18	06/06/2018	102789	Cal City Pet Clinic	Voucher Program Apr 2018	40227	690.00	690.00
06/18	06/06/2018	102789	Cal City Pet Clinic	Vet Services	5950	200.69	200.69
Total 102789:							920.69
06/18	06/06/2018	102790	Camacho, Frank	Uniform Allowance	UNIFORM 052518	600.00	600.00
Total 102790:							600.00
06/18	06/06/2018	102791	Carrot Top Industries	American Flags - Recycled	38774700	437.76	437.76
Total 102791:							437.76
06/18	06/06/2018	102792	Caselle, Inc	Contract Support	88319	2,087.00	2,087.00
Total 102792:							2,087.00
06/18	06/06/2018	102793	Craig, Jack	Uniform Allowance	UNIFORM 052518	600.00	600.00
Total 102793:							600.00
06/18	06/06/2018	102794	Creative Bus Sales, Inc	Unit 123 DAR Repair	1331008	1,830.57	1,830.57
Total 102794:							1,830.57
06/18	06/06/2018	102795	Daverin, Brenda	Imprest Cash for Pool	IMPREST 2018	75.00	75.00
Total 102795:							75.00
06/18	06/06/2018	102796	De Lage Landen, Inc	Copier Lease	59329719	208.07	208.07

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 102796:							208.07
06/18	06/06/2018	102797	Dennis Automotive	Unit 327 Service	18430	40.00	40.00
Total 102797:							40.00
06/18	06/06/2018	102798	Cal City Emp Activities Comm	Fireworks Donation Refund	FIREWORKS DON R	200.00	200.00
Total 102798:							200.00
06/18	06/06/2018	102799	Josh Meister/Clearview Real E	Deposit Refund	105672.11	3.88	3.88
06/18	06/06/2018	102799	Josh Meister/Clearview Real E	Deposit Refund	106725.03	10.94	10.94
Total 102799:							14.82
06/18	06/06/2018	102800	Coldwell Banker/Peggy Mc Ad	Deposit Refund	101988.05	18.01	18.01
Total 102800:							18.01
06/18	06/06/2018	102801	Victor Cubero	Deposit Refund	102585.06	18.01	18.01
Total 102801:							18.01
06/18	06/06/2018	102802	Ruth & William Edwards	Deposit Refund	101220.04	18.01	18.01
Total 102802:							18.01
06/18	06/06/2018	102803	Fred Whitney	Deposit Refund	104439.08	18.01	18.01
Total 102803:							18.01
06/18	06/06/2018	102804	George Hann	Deposit Refund	101035.07	62.17	62.17
Total 102804:							62.17
06/18	06/06/2018	102805	JBL & Assoc-Fred Whitney	Deposit Refund	106388.06	53.34	53.34
Total 102805:							53.34
06/18	06/06/2018	102806	Greater Bakersfield Legal Assi	Arts Deposit Refund 5/12/	ARTS DEP REFUND	200.00	200.00
Total 102806:							200.00
06/18	06/06/2018	102807	Leilani Richardson	Arts Deposit Refund 5/17/	ARTS DEP REFUND	200.00	200.00
Total 102807:							200.00
06/18	06/06/2018	102808	Cathy Yip	Deposit Refund	102071.05	18.01	18.01
Total 102808:							18.01
06/18	06/06/2018	102809	Rebecca Zepeda	Deposit Refund	102121.04	53.34	53.34
Total 102809:							53.34
06/18	06/06/2018	102810	DigiTech Inc.	Security Service Balsitis Pa	8519	35.99	35.99
06/18	06/06/2018	102810	DigiTech Inc.	Security Service Scout Islan	8577	45.99	45.99

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 102810:							81.98
06/18	06/06/2018	102811	Emergency Reporting	Fire & EMS Package July18	2018_3374	325.58	325.58
Total 102811:							325.58
06/18	06/06/2018	102812	Expert Automotive	Unit 310 Service	045977	378.84	378.84
06/18	06/06/2018	102812	Expert Automotive	Unit 321 Service	046001	515.13	515.13
Total 102812:							893.97
06/18	06/06/2018	102813	Fed Ex	Priority Mailings	6-178-67369	107.68	107.68
06/18	06/06/2018	102813	Fed Ex	Priority Mailings	6-186-69679	95.76	95.76
06/18	06/06/2018	102813	Fed Ex	Shipping Radar Units for Ce	6-186-73722	180.00	180.00
06/18	06/06/2018	102813	Fed Ex	Priority Mailings	6-193-37970	107.90	107.90
06/18	06/06/2018	102813	Fed Ex	Priority Mailings	6-200-18354	84.94	84.94
Total 102813:							576.28
06/18	06/06/2018	102814	Ferguson Waterworks	Inventory	0633214	3,984.57	3,984.57
06/18	06/06/2018	102814	Ferguson Waterworks	Inventory	0635015	250.55	250.55
06/18	06/06/2018	102814	Ferguson Waterworks	Inventory	0635016	484.22	484.22
06/18	06/06/2018	102814	Ferguson Waterworks	Inventory	0636137	146.93	146.93
06/18	06/06/2018	102814	Ferguson Waterworks	Inventory	0636289	79.05	79.05
06/18	06/06/2018	102814	Ferguson Waterworks	Sewer Line Materials	WV003871	961.99	961.99
06/18	06/06/2018	102814	Ferguson Waterworks	Sewer Line Materials	WV003900	367.08	367.08
06/18	06/06/2018	102814	Ferguson Waterworks	Meter Replacement	WV003901	1,390.36	1,390.36
06/18	06/06/2018	102814	Ferguson Waterworks	Inventory	WV003902	1,367.44	1,367.44
Total 102814:							9,032.19
06/18	06/06/2018	102815	Granite Construction Compan	79th St Project Materials	1387648	5,053.16	5,053.16
06/18	06/06/2018	102815	Granite Construction Compan	79th St Project Materials	1389169	5,003.09	5,003.09
Total 102815:							10,056.25
06/18	06/06/2018	102816	Great America Financial	Postage Machine Lease	22708076	989.67	989.67
Total 102816:							989.67
06/18	06/06/2018	102817	Gsolutionz Inc	Phone System Support	178166	788.00	788.00
Total 102817:							788.00
06/18	06/06/2018	102818	Guillen, Kevin	Uniform Allowance	UNIFORM 052518	600.00	600.00
Total 102818:							600.00
06/18	06/06/2018	102819	Hansen, Brian	Uniform Allowance	UNIFORM 052518	600.00	600.00
Total 102819:							600.00
06/18	06/06/2018	102820	Hayes, Shannon	Uniform Allowance	UNIFORM 052518	600.00	600.00
Total 102820:							600.00
06/18	06/06/2018	102821	Helt Engineering, Inc	Rands Mojave Rehab 1540	18-107	532.50	532.50
06/18	06/06/2018	102821	Helt Engineering, Inc	Local Agency Mgmt Plan 15	18-108	2,910.00	2,910.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
06/18	06/06/2018	102821	Helt Engineering, Inc	Eastside Taxiways 16413	18-109	5,685.00	5,685.00
06/18	06/06/2018	102821	Helt Engineering, Inc	Balsitis ADA Restrooms 17	18-110	3,440.00	3,440.00
06/18	06/06/2018	102821	Helt Engineering, Inc	Systemic Safety Analysis Rp	18-111	2,150.00	2,150.00
06/18	06/06/2018	102821	Helt Engineering, Inc	SB1 Proposed Project List 1	18-112	1,237.50	1,237.50
Total 102821:							15,955.00
06/18	06/06/2018	102822	Hightower, Jesse	Uniform Allowance	UNIFORM 052518	600.00	600.00
Total 102822:							600.00
06/18	06/06/2018	102823	Highway Glass Co	Windshield Unit 326	109630	368.13	368.13
Total 102823:							368.13
06/18	06/06/2018	102824	Hiro's Tranmission	Unit 329 Transmission Rep	1043084	2,492.64	2,492.64
Total 102824:							2,492.64
06/18	06/06/2018	102825	Hulse, Ryan	Uniform Allowance	UNIFORM 052518	600.00	600.00
Total 102825:							600.00
06/18	06/06/2018	102826	Hurtado, Eric	Uniform Allowance	UNIFORM 052518	600.00	600.00
Total 102826:							600.00
06/18	06/06/2018	102827	Interon LLC	Cameras West Way Station	3129	300.00	300.00
Total 102827:							300.00
06/18	06/06/2018	102828	Jones & Mayer	Atty Fees Retainer	86947	36,578.03	36,578.03
06/18	06/06/2018	102828	Jones & Mayer	Atty Fees Amer Solar	86949	4,587.46	4,587.46
06/18	06/06/2018	102828	Jones & Mayer	Atty Fees Election	86950	4,778.56	4,778.56
06/18	06/06/2018	102828	Jones & Mayer	Atty Fees Code End	86951	2,752.50	2,752.50
06/18	06/06/2018	102828	Jones & Mayer	Atty Fees Lit Dacey	86955	12,702.13	12,702.13
06/18	06/06/2018	102828	Jones & Mayer	Gen Litigation	86956	246.16	246.16
06/18	06/06/2018	102828	Jones & Mayer	Atty Fees Cannibis	86957	15,414.79	15,414.79
06/18	06/06/2018	102828	Jones & Mayer	Atty Fees PD	86960	221.04	221.04
06/18	06/06/2018	102828	Jones & Mayer	Atty Fees SDI	86962	828.28	828.28
06/18	06/06/2018	102828	Jones & Mayer	Atty Fees Successor	86963	1,019.43	1,019.43
06/18	06/06/2018	102828	Jones & Mayer	Atty Fees TDS Golf	86964	191.14	191.14
Total 102828:							79,319.52
06/18	06/06/2018	102829	Karl's Hardware	Misc Repairs	F450050	260.00	260.00
Total 102829:							260.00
06/18	06/06/2018	102830	Kelakios, Michael	Uniform Allowance	UNIFORM 052518	600.00	600.00
Total 102830:							600.00
06/18	06/06/2018	102831	Kern County	Routine Jail Inspection	IN0411348	125.00	125.00
Total 102831:							125.00
06/18	06/06/2018	102832	Kieffe & Sons Ford	2018 Ford F150	0007453	32,188.68	32,188.68

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 102832:							32,188.68
06/18	06/06/2018	102833	Lancaster Plumbing Supplies I	LAV Faucet	T1085092	240.43	240.43
Total 102833:							240.43
06/18	06/06/2018	102834	M & S Security Services	Add Jennifer to Users	22049	10.00	10.00
Total 102834:							10.00
06/18	06/06/2018	102835	Martha's Cleaning Service	City Hall Cleaning	1645	320.00	320.00
Total 102835:							320.00
06/18	06/06/2018	102836	Middleton, Keith	Fireworks Donation Refund	FIREWORKS REF 20	500.00	500.00
06/18	06/06/2018	102836	Middleton, Keith	Mileage Reimb to Bank of t	MILEAGE MAY2018	33.14	33.14
Total 102836:							533.14
06/18	06/06/2018	102837	Mission Uniform Service	Laundry Service PD	507427105	52.57	52.57
06/18	06/06/2018	102837	Mission Uniform Service	Laundry Service PD	507474438	52.57	52.57
Total 102837:							105.14
06/18	06/06/2018	102838	Modular Space Corp.	Storage Facility	502440281	449.49	449.49
Total 102838:							449.49
06/18	06/06/2018	102839	Mojave Public Utility Dis	Wonder Acres	006090-000 053118	2,723.50	2,723.50
Total 102839:							2,723.50
06/18	06/06/2018	102840	MuniTemps	Interim Finance Director	128285	2,875.00	2,875.00
06/18	06/06/2018	102840	MuniTemps	Planning Dept Staffing	128286	3,514.50	3,514.50
06/18	06/06/2018	102840	MuniTemps	Interim Finance Director	128329	3,680.00	3,680.00
06/18	06/06/2018	102840	MuniTemps	Planning Dept Staffing	128330	3,997.13	3,997.13
Total 102840:							14,066.63
06/18	06/06/2018	102841	Norm Hill Aviation	ACO Internet Services	3056	50.00	50.00
Total 102841:							50.00
06/18	06/06/2018	102842	Northern Safety Co Inc	Safety Eye Glasses & Gloves	902944980	343.88	343.88
Total 102842:							343.88
06/18	06/06/2018	102843	Office Depot	PD Office Supplies	139307680001	308.84	308.84
06/18	06/06/2018	102843	Office Depot	Office Supplies-Budget Bin	140300669001	88.48	88.48
06/18	06/06/2018	102843	Office Depot	PD Office Supplies	141435894001	851.52	851.52
06/18	06/06/2018	102843	Office Depot	PD Office Supplies	141731251001	1,856.36	1,856.36
06/18	06/06/2018	102843	Office Depot	PD Office Supplies	141731448001	59.83	59.83
06/18	06/06/2018	102843	Office Depot	PD Office Supplies	141731449001	5.90	5.90
06/18	06/06/2018	102843	Office Depot	PD Office Supplies	142519896001	113.45	113.45
Total 102843:							3,284.38
06/18	06/06/2018	102844	Ortega, Edmund	Uniform Allowance	UNIFORM 052518	600.00	600.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 102844:							600.00
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts and Supplie	651896	16.08	16.08
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts and Supplie	652411	257.34	257.34
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts and Supplie	655139	15.54	15.54
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts and Supplie	655194	169.40	169.40
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	661396	117.03	117.03
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	661399	54.50	54.50
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	661429	56.37	56.37
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	661460	47.49	47.49
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	661505	26.76	26.76
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	661509	169.99	169.99
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	661548	191.97	191.97
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	661570	98.77	98.77
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	661870	109.45	109.45
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	661871	99.81	99.81
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	661908	134.15	134.15
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	661913	47.23	47.23
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	661927	229.28	229.28
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	661963	11.42	11.42
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	661981	77.95	77.95
06/18	06/06/2018	102845	Palmdale Auto Parts	OHV/Ground Operations A	662143	9.40	9.40
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	662172	43.95	43.95
06/18	06/06/2018	102845	Palmdale Auto Parts	OHV/Ground Operations A	662199	6.26	6.26
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	662238	441.60	441.60
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	662264	7.50	7.50
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	662345	56.81	56.81
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	662539	11.68	11.68
06/18	06/06/2018	102845	Palmdale Auto Parts	OHV/Ground Operations A	662576	172.67	172.67
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	662602	54.47	54.47
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	662615	25.45	25.45
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	662632	40.53	40.53
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	662657	120.58	120.58
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	662659	8.57	8.57
06/18	06/06/2018	102845	Palmdale Auto Parts	PD Auto Parts and Supplies	662680	21.00	21.00
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	662691	4.28	4.28
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	662692	205.89	205.89
06/18	06/06/2018	102845	Palmdale Auto Parts	OHV/Ground Operations A	662706	406.16	406.16
06/18	06/06/2018	102845	Palmdale Auto Parts	PD Auto Parts and Supplies	662750	12.08	12.08
06/18	06/06/2018	102845	Palmdale Auto Parts	PW Auto Parts	662933	112.74	112.74
Total 102845:							3,088.21
06/18	06/06/2018	102846	Parker Construction	Units 309& 323 Door Seals	201817	490.00	490.00
06/18	06/06/2018	102846	Parker Construction	City Seals	201818	560.00	560.00
Total 102846:							1,050.00
06/18	06/06/2018	102847	Perry, Diane	ACO Cleaning Supplies	814300014933	151.04	151.04
Total 102847:							151.04
06/18	06/06/2018	102848	Petroleum Tank Testing, Inc	Repair & Replace Parts on F	13872	1,570.00	1,570.00
Total 102848:							1,570.00
06/18	06/06/2018	102849	Praxair Distribution Inc	Monthly Rental	83099237	120.95	120.95

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 102849:							120.95
06/18	06/06/2018	102850	Preferred Towing	Unit 3002 Tow	16734	128.80	128.80
06/18	06/06/2018	102850	Preferred Towing	Unit 326 Tow	16737	208.00	208.00
06/18	06/06/2018	102850	Preferred Towing	Tow for CR17-0312	27571	1,387.88	1,387.88
06/18	06/06/2018	102850	Preferred Towing	Tow for CR17-1252	27641	768.00	768.00
06/18	06/06/2018	102850	Preferred Towing	Tow for CR18-0163	28366	1,526.40	1,526.40
Total 102850:							4,019.08
06/18	06/06/2018	102851	Reliable Air Condit. & Heating	Balsitis Snack Shack AC/Sw	18407	2,800.00	2,800.00
06/18	06/06/2018	102851	Reliable Air Condit. & Heating	Strata Center A/C Filter Ser	18423	135.00	135.00
06/18	06/06/2018	102851	Reliable Air Condit. & Heating	Senior Center Replace Cond	18428	4,975.00	4,975.00
Total 102851:							7,910.00
06/18	06/06/2018	102852	RSI Petroleum	specialty parts	0318013	819.97	819.97
06/18	06/06/2018	102852	RSI Petroleum	OHV Law Enforcement Fuel	1071070	3,287.20	3,287.20
06/18	06/06/2018	102852	RSI Petroleum	Fuel	1071084	1,188.72	1,188.72
06/18	06/06/2018	102852	RSI Petroleum	Fuel	1071085	388.90	388.90
06/18	06/06/2018	102852	RSI Petroleum	OHV Ground Ops Fuel	1071086	810.43	810.43
06/18	06/06/2018	102852	RSI Petroleum	Fuel	1071087	2,959.05	2,959.05
06/18	06/06/2018	102852	RSI Petroleum	Fuel	1071088	522.61	522.61
06/18	06/06/2018	102852	RSI Petroleum	Parks Fuel	1071091	44.93	44.93
06/18	06/06/2018	102852	RSI Petroleum	Fuel	1071103	1,124.72	1,124.72
06/18	06/06/2018	102852	RSI Petroleum	OHV Ground Ops Fuel	1071105	572.59	572.59
06/18	06/06/2018	102852	RSI Petroleum	Fuel	1071123	910.59	910.59
06/18	06/06/2018	102852	RSI Petroleum	AC Fuel	1071124	132.43	132.43
06/18	06/06/2018	102852	RSI Petroleum	Fuel	1071134	36.26	36.26
06/18	06/06/2018	102852	RSI Petroleum	Fuel	1071135	136.79	136.79
06/18	06/06/2018	102852	RSI Petroleum	Fuel	1071158	102.24	102.24
06/18	06/06/2018	102852	RSI Petroleum	PW Fuel 05/31/18	1071184	1,560.32	1,560.32
06/18	06/06/2018	102852	RSI Petroleum	PW Fuel 05/31/18	1071185	2,289.42	2,289.42
06/18	06/06/2018	102852	RSI Petroleum	PW Fuel 05/31/18	1071187	625.88	625.88
06/18	06/06/2018	102852	RSI Petroleum	PW Fuel 05/31/18	1071188	1,005.63	1,005.63
06/18	06/06/2018	102852	RSI Petroleum	Fire Fuel	1071189	1,116.02	1,116.02
06/18	06/06/2018	102852	RSI Petroleum	PW Fuel 05/31/18	1071217	359.16	359.16
06/18	06/06/2018	102852	RSI Petroleum	PW Fuel 05/31/18	1071218	155.48	155.48
06/18	06/06/2018	102852	RSI Petroleum	PW Fuel 05/31/18	1071232	117.23	117.23
06/18	06/06/2018	102852	RSI Petroleum	Code Enf Fuel	1071244	91.82	91.82
06/18	06/06/2018	102852	RSI Petroleum	PW Fuel 05/31/18	1071251	37.17	37.17
Total 102852:							20,395.56
06/18	06/06/2018	102853	Ryan Herco Products	Special Dept Supplies	8961236	329.88	329.88
Total 102853:							329.88
06/18	06/06/2018	102854	S.C. Friends Tire Inc.	Unit 384 Tire Service	33163	18.00	18.00
06/18	06/06/2018	102854	S.C. Friends Tire Inc.	Unit 3001 Tire Service	33305	18.50	18.50
06/18	06/06/2018	102854	S.C. Friends Tire Inc.	Unit 3011 Tire Service	33358	55.50	55.50
06/18	06/06/2018	102854	S.C. Friends Tire Inc.	Unit 3009 Tire Service	33431	37.00	37.00
06/18	06/06/2018	102854	S.C. Friends Tire Inc.	Unit 306 Tire Service	33434	18.50	18.50
06/18	06/06/2018	102854	S.C. Friends Tire Inc.	Unit 311 Tire Service	33436	18.50	18.50
06/18	06/06/2018	102854	S.C. Friends Tire Inc.	Unit 3012 Tire Service	33495	74.00	74.00
06/18	06/06/2018	102854	S.C. Friends Tire Inc.	Unit 329 Tire Service	33501	20.50	20.50
06/18	06/06/2018	102854	S.C. Friends Tire Inc.	Unit 3006 Tire Service	33527	18.50	18.50
06/18	06/06/2018	102854	S.C. Friends Tire Inc.	Unit 3012 Tire Service	33595	10.00	10.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
06/18	06/06/2018	102854	S.C. Friends Tire Inc.	Unit 322 Tire Service	33664	10.00	10.00
Total 102854:							299.00
06/18	06/06/2018	102855	Schuman, Matthew	Tiny Tee Ball Potluck Suppl	SUPPLIES 052218	36.66	36.66
Total 102855:							36.66
06/18	06/06/2018	102856	Solenis LLC	Chemcals	131305024	769.63	769.63
Total 102856:							769.63
06/18	06/06/2018	102857	Sparkletts	PW Water	4687417 051818	45.42	45.42
Total 102857:							45.42
06/18	06/06/2018	102858	State Water Resources Contro	Vasquez WWTP Op Cert Gr	VASQUEZ CERT IV	255.00	255.00
Total 102858:							255.00
06/18	06/06/2018	102859	Statewide Safety & Signs	Street Signs	12007520	926.50	926.50
Total 102859:							926.50
06/18	06/06/2018	102860	Technical Smoke Testing, Inc	Smoke Opacity Testing	819398	150.00	150.00
Total 102860:							150.00
06/18	06/06/2018	102861	Thugs to Bugs Pest Control	Airport Pest Control	22517	30.00	27.00
06/18	06/06/2018	102861	Thugs to Bugs Pest Control	Pest Control Services	22520	555.00	555.00
06/18	06/06/2018	102861	Thugs to Bugs Pest Control	Borax Bill Showers Pest Co	25519	175.00	175.00
Total 102861:							757.00
06/18	06/06/2018	102862	TurboData Systems	Citation Processing Service	27808	274.38	274.38
Total 102862:							274.38
06/18	06/06/2018	102863	Tyack's Tires, Inc	Unit 221 Tires	182471	1,841.84	1,841.84
Total 102863:							1,841.84
06/18	06/06/2018	102864	UPS	Fire Dept Shipping Services	0000Y0573V208	313.63	313.63
Total 102864:							313.63
06/18	06/06/2018	102865	VCES Bakersfield	Cutting Edge Unit 323	P505014166	192.00	192.00
06/18	06/06/2018	102865	VCES Bakersfield	Unit 440 Equipment Repair	P505014413	3,781.36	3,781.36
Total 102865:							3,973.36
06/18	06/06/2018	102866	Wells Fargo Financial Leasing	Copier Lease	5004845885	733.58	733.58
06/18	06/06/2018	102866	Wells Fargo Financial Leasing	Copier Overages	5004845886	306.71	306.71
Total 102866:							1,040.29
06/18	06/06/2018	102867	Whiting, Steven	Uniform Allowance	UNIFORM 052518	600.00	600.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 102867:							600.00
06/18	06/06/2018	102868	Wood, Jennifer	Fireworks Donation Refund	FIREWORKS REF 20	200.00	200.00
Total 102868:							200.00
06/18	06/06/2018	102869	Zters	Port-A-Potty Service	249570	211.81	211.81
06/18	06/06/2018	102869	Zters	Port-A-Potty Service	255540	211.81	211.81
06/18	06/06/2018	102869	Zters	Port-A-Potty Service	259203	211.81	211.81
06/18	06/06/2018	102869	Zters	Port-A-Potty Service	265191	211.81	211.81
06/18	06/06/2018	102869	Zters	Port-A-Potty Service	268166	211.81	211.81
06/18	06/06/2018	102869	Zters	Port-A-Potty Service	274421	211.81	211.81
06/18	06/06/2018	102869	Zters	Port-A-Potty Service	278871	211.81	211.81
06/18	06/06/2018	102869	Zters	Port-A-Potty Service	285980	211.81	211.81
Total 102869:							1,694.48
06/18	06/06/2018	102870	Command Strategies Consulti	Employee Investigation	91 Replacement CK	2,545.30	2,545.30
Total 102870:							2,545.30
06/18	06/06/2018	102871	Stroh MD, John Jay	Compensation	060118	2,000.00	2,000.00
Total 102871:							2,000.00
Grand Totals:							256,902.36

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 6/6/18Finance Department [Signature]

Report Criteria:

Report type: Invoice detail

Bank Bank Number = 1

CITY COUNCIL

June 12, 2018

TO: Mayor and City Council
FROM: Human Recourses
SUBJECT: Drug and Alcohol Policy Addendum

BACKGROUND

The City Council adopted Resolution No. 03-16-2650, on March 22, 2016, pertaining to the City's Drug and Alcohol Testing Policy. Staff Alternatives and Specialized Services (SASS) is the company that the city contracts with to administer this policy.

Recently we were notified of an addendum which updates 49 CFR Part 40 of the Department of Transportation's rule which describes required procedures for conducting workplace drug and alcohol testing, which the city adheres to. These amendments add four new opioids to the drug testing panel, make changes in the chain of custody, modify definitions as well as some general housekeeping items. Though the effective date states January 1, 2018, SASS has advised us that July 1, 2018 is the actual date for cities to amend their policy.

RECOMMENDATION

Council approves the addendum and authorizes the Mayor to sign as the Authorized Official.

FISCAL IMPACT None

CC 2.

DRUG AND ALCOHOL POLICY ADDENDUM

EFFECTIVE: JANUARY 1, 2018

The United States Department of Transportation (USDOT) – Office of Drug and Alcohol Policy and Compliance (ODAPC) has issued an update to USDOT's drug and alcohol testing regulation (49 CFR Part 40). The new regulation has been revised and the changes (summarized below) will become effective on January 1, 2018. Therefore, the City of California City drug and alcohol testing policy is amended as follows:

1. CHANGES TO THE DRUG TESTING PANEL

- a. Four new opioids added to the drug testing panel –
 - i. The USDOT drug test remains a "5-panel" drug test; however, the list of opioids for which are tested will expand from three to seven opioids.
 - ii. The "opioid" category will continue to test for codeine, morphine, and heroin; however, the "opioid" testing panel will now be expanded to include four (4) new semi-synthetic opioids:
 - 1. (1) Hydrocodone, (2) Hydromorphone, (3) Oxycodone, and (4) Oxymorphone.
 - 2. Common brand names for these semi-synthetic opioids include, but may not be limited to: OxyContin®, Percodan®, Percocet®, Vicodin®, Lortab®, Norco®, Dilaudid®, Exalgo®.
- b. 'MDA' will be tested as an initial test analyte
- c. 'MDEA' will no longer be tested for under the "amphetamines" category.

2. BLIND SPECIMEN TESTING

- a. The USDOT no longer requires blind specimens to be submitted to laboratories.

3. ADDITIONS TO THE LIST OF "FATAL FLAWS"

- a. The following three circumstances have been added to the list of "fatal flaws":
 - i. No CCF received by the laboratory with the urine specimen.
 - ii. In cases where a specimen has been collected, there was no specimen submitted with the CCF to the laboratory.
 - iii. Two separate collections are performed using one CCF.

- d. The definition of “**Evidential Breath Testing Device (EBT)**” is modified to include reference to the list of approved devices as listed on ODAPC’s website.
- e. The definition of “**Substance Abuse Professional (SAP)**” will be modified to include reference to ODAPC’s website. The fully revised definition includes:
 - i. A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

NOTE: The revisions listed in this addendum include only those revisions to 49 CFR Part 40 which may be referenced in our drug & alcohol testing policy. A list of all the revisions made to 49 CFR Part 40 can be found at <https://www.transportation.gov/odapc>.

Addendum Authorization Date: _____

Authorized Official (Printed Name): _____

Authorized Official (Signature): _____

Employee (Printed Name): _____

Employee (Signature): _____

Employee Receipt Date: _____

CITY COUNCIL

June 12, 2018

TO: Mayor and City Council

FROM: Craig Platt, Public Works Director

SUBJECT: Motion to accept the bid and to execute a construction agreement with Nagle Earthworks, for the roadway rehabilitation of Randsburg-Mojave Road from Mendiburu Rd. to Memorial Dr. – STPL – 5399 (026).

.....
Background:

The City of California City was allocated \$308,798 under the Regional Surface Transportation (RSTP) project funding. \$270,731 Federal Match and \$84,386 Local Match. These RSTP funds are being used for the road Randsburg-Mojave Road from Mendiburu Rd. to Memorial Dr. (See attached site map)

On May 18, 2018 at 2:00 PM. sealed bids were opened for this project. A total of three (3) bids were received and opened by the City Clerk.

The following is the tabulation of the three (3) bids:

Company	Bid Amount
Nagle Earthworks	\$368,678.00
Bowman Asphalt Co.	\$418,432.00
Granite Construction Co.	\$451,118.10

Attached is the Bid Summary.

The office of the City Engineer has reviewed and qualified the lowest responsible bidder, Nagle Earthworks. The City is allowing 20 working days for the contractor to complete the project. The estimated construction start date is July 9, 2018.

Recommendation:

Motion to accept the lowest responsible bid, award the project and to execute a construction agreement with Nagle Earthworks, for \$368,678.00 for the Randsburg-Mojave Road from Mendiburu Rd. to Memorial Dr. – STPL – 5399 (026).

Fiscal impact:

Costs:	Construction Subtotal:	\$ 368,678.00
	10% Contingency:	\$ 36,868.00
	15% Construction Management:	\$ 60,831.00
	Total Construction Cost:	\$ 466,377.00
Funding:	Federal Match - (RSTP):	\$ 270,731.00
	Local Match:	\$ 195,646.00

Environmental action: Environmental report completed.

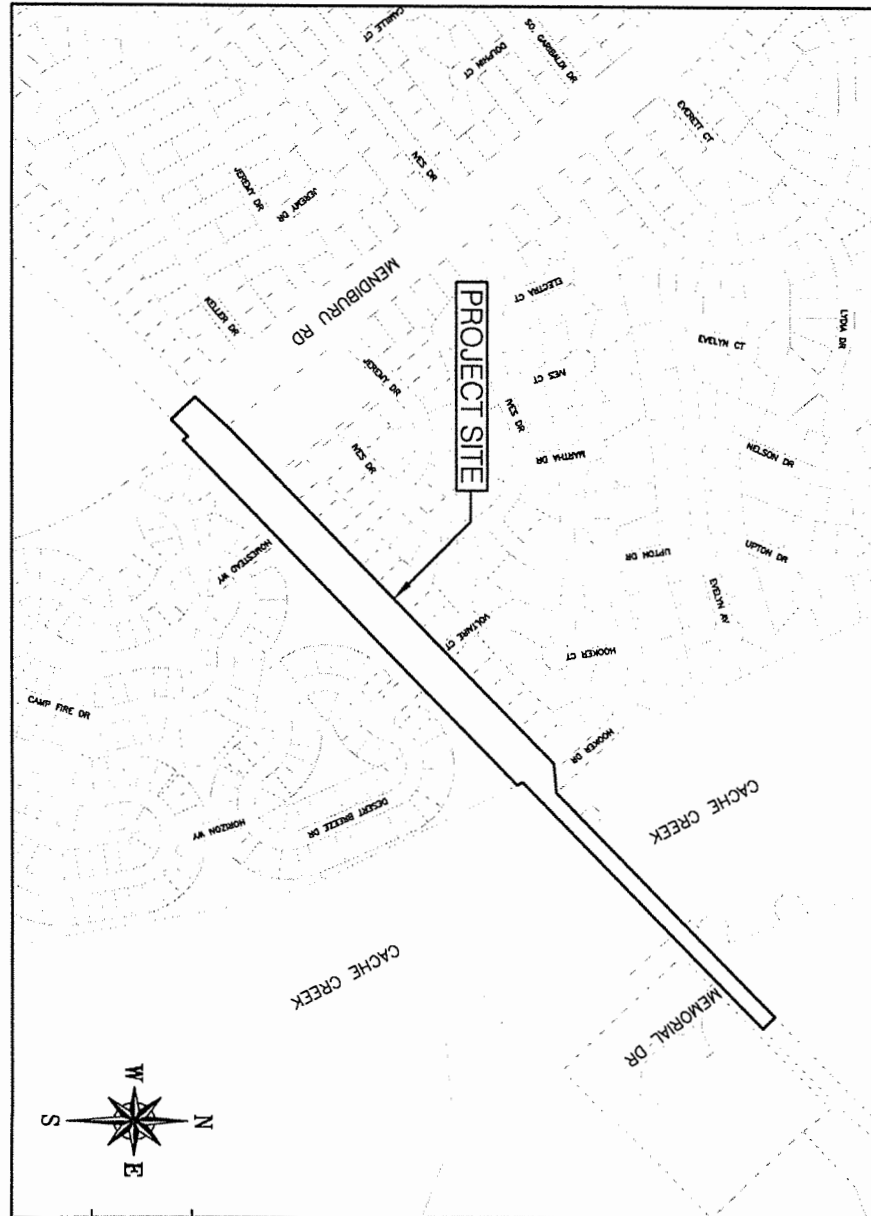
CITY OF CALIFORNIA CITY - BID SUMMARY
RANDSBURG-MOJAVE RD - REHABILITATION - FROM MENDIBURU RD. TO MEMORIAL DR. - STPL 5399 (026)

Bid Opening: May 18, 2018 @ 2:00 PM
 Total Bids Received: Three (3)

ITEM NO.	ITEM CODE	UNIT OF MEASURE	ESTIMATED QUANTITY	Engineer's Estimate		1 NAGLE EARTHWORKS Bakersfield, CA (661) 364-2821 Lic No. 861047		2 BOWMAN ASPHALT CO. Bakersfield, CA (661) 334-1356 Lic No. 862672		3 GRANITE CONSTRUCTION CO. Bakersfield, CA (661) 399-3361 Lic No. 89	
				PRICE PER UNIT	TOTAL COST	PRICE PER UNIT	TOTAL COST	PRICE PER UNIT	TOTAL COST	PRICE PER UNIT	TOTAL COST
1	SCARIFY 12" NATIVE MATERIAL, GRADE & COMPACT TO 95%	S.F.	10037	\$ 1.10	\$ 11,040.70	\$ 0.42	\$ 4,215.54	\$ 0.45	\$ 4,516.65	\$ 2.00	\$ 20,074.00
2	COLD PLANE 2" EXISTING AC SURFACE AND HAUL OFF SITE	S.F.	135417	\$ 0.25	\$ 33,854.25	\$ 0.19	\$ 25,729.23	\$ 0.25	\$ 33,854.25	\$ 0.30	\$ 40,625.10
3	SHOULDER/MEDIAN GRADING	L.S.	1	\$ 8,000.00	\$ 8,000.00	\$ 4,272.39	\$ 4,272.39	\$ 9,929.10	\$ 9,929.10	\$ 5,000.00	\$ 5,000.00
4	TYPE "A" HOT MIX ASPHALT	TONS	2,836	\$ 90.00	\$ 255,240.00	\$ 85.69	\$ 243,016.84	\$ 96.00	\$ 272,256.00	\$ 100.00	\$ 283,600.00
5	INSTALL 12" THERMOPLASTIC LIMIT LINE	L.F.	66	\$ 7.00	\$ 462.00	\$ 13.58	\$ 896.28	\$ 12.00	\$ 792.00	\$ 12.00	\$ 792.00
6	INSTALL WHITE THERMOPLASTIC PAVEMENT MARKINGS	S.F.	320	\$ 6.00	\$ 1,920.00	\$ 13.58	\$ 4,345.60	\$ 12.00	\$ 3,840.00	\$ 12.00	\$ 3,840.00
7	INSTALL 6" SOLID WHITE LANE LINE - THERMOPLASTIC	L.F.	300	\$ 2.00	\$ 600.00	\$ 2.26	\$ 678.00	\$ 2.00	\$ 600.00	\$ 2.00	\$ 600.00
8	INSTALL 6" WHITE LANE LINE - THERMOPLASTIC - DETAIL 9	L.F.	2814	\$ 1.00	\$ 2,814.00	\$ 2.26	\$ 6,359.64	\$ 2.00	\$ 5,628.00	\$ 2.00	\$ 5,628.00
9	INSTALL 6" YELLOW CENTER LINE - THERMOPLASTIC - DETAIL 22	L.F.	975	\$ 3.00	\$ 2,925.00	\$ 3.40	\$ 3,315.00	\$ 3.00	\$ 2,925.00	\$ 3.00	\$ 2,925.00
10	INSTALL 6" YELLOW EDGE LINE - THERMOPLASTIC - DETAIL 24	L.F.	3817	\$ 1.00	\$ 3,817.00	\$ 2.26	\$ 8,626.42	\$ 2.00	\$ 7,634.00	\$ 2.00	\$ 7,634.00
11	INSTALL 6" WHITE RIGHT EDGELINE - THERMOPLASTIC - DETAIL 27B	L.F.	2647	\$ 1.00	\$ 2,647.00	\$ 2.26	\$ 5,982.22	\$ 2.00	\$ 5,294.00	\$ 2.00	\$ 5,294.00
12	INSTALL 6" BIKE LANE LINE - THERMOPLASTIC - DETAIL 39	L.F.	2433	\$ 1.00	\$ 2,433.00	\$ 2.26	\$ 5,498.58	\$ 2.00	\$ 4,866.00	\$ 2.00	\$ 4,866.00
13	INSTALL 6" INTERSECTION LINE BIKE LANE - THERMOPLASTIC - DETAIL 39A	L.F.	400	\$ 1.00	\$ 400.00	\$ 2.26	\$ 904.00	\$ 2.00	\$ 800.00	\$ 2.00	\$ 800.00
14	FURNISH AND INSTALL "45 MPH" R2-1 SIGN - 24"x30"	EA.	3	\$ 450.00	\$ 1,350.00	\$ 339.50	\$ 1,018.50	\$ 300.00	\$ 900.00	\$ 350.00	\$ 1,050.00
15	FURNISH AND INSTALL "RIGHT LANE ENDS" W4-2 SIGN - 36"x36"	EA.	1	\$ 450.00	\$ 450.00	\$ 367.79	\$ 367.79	\$ 325.00	\$ 325.00	\$ 400.00	\$ 400.00
16	FURNISH AND INSTALL "DO NOT PASS" R4-1 SIGN - 24"x30"	EA.	1	\$ 450.00	\$ 450.00	\$ 339.50	\$ 339.50	\$ 300.00	\$ 300.00	\$ 350.00	\$ 350.00
17	FURNISH AND INSTALL "DIVIDED ROAD ENDS" W6-2 SIGN - 36"x36"	EA.	1	\$ 450.00	\$ 450.00	\$ 367.79	\$ 367.79	\$ 325.00	\$ 325.00	\$ 400.00	\$ 400.00
18	FURNISH AND INSTALL "RIGHT LANE ENDS" W9-1 SIGN - 36"x36"	EA.	1	\$ 450.00	\$ 450.00	\$ 367.79	\$ 367.79	\$ 325.00	\$ 325.00	\$ 400.00	\$ 400.00
19	FURNISH & INSTALL "NO PARKING BIKE LANE" R7-9 SIGN - 12"x18"	EA.	7	\$ 275.00	\$ 1,925.00	\$ 311.21	\$ 2,178.47	\$ 275.00	\$ 1,925.00	\$ 350.00	\$ 2,450.00
20	FURNISH & INSTALL "BEGIN" R81A(CA) SIGN - 12"x5"	EA.	1	\$ 100.00	\$ 100.00	\$ 311.21	\$ 311.21	\$ 275.00	\$ 275.00	\$ 350.00	\$ 350.00
21	FURNISH & INSTALL "END" R81B(CA) SIGN - 8"x5"	EA.	1	\$ 100.00	\$ 100.00	\$ 307.82	\$ 307.82	\$ 272.00	\$ 272.00	\$ 350.00	\$ 350.00
22	FURNISH & INSTALL "NO PARKING ANY TIME" R28(CA) SIGN - 12"x18"	EA.	3	\$ 100.00	\$ 300.00	\$ 311.21	\$ 933.63	\$ 275.00	\$ 825.00	\$ 350.00	\$ 1,050.00
23	FURNISH & INSTALL CLASS 2, TYPE E METAL POST DELINEATOR	EA.	4	\$ 70.00	\$ 280.00	\$ 113.17	\$ 452.68	\$ 100.00	\$ 400.00	\$ 150.00	\$ 600.00
24	ADJUST WATER VALVE TO GRADE	EA.	9	\$ 1,000.00	\$ 9,000.00	\$ 146.24	\$ 1,316.16	\$ 950.00	\$ 8,550.00	\$ 1,000.00	\$ 9,000.00
25	TEMPORARY HIGH-VISIBILITY SILT FENCE	L.F.	300	\$ 10.00	\$ 3,000.00	\$ 3.83	\$ 1,149.00	\$ 4.25	\$ 1,275.00	\$ 8.00	\$ 2,400.00
26	PRECONSTRUCTION BIOLOGICAL SURVEY	L.S.	1	\$ 6,000.00	\$ 6,000.00	\$ 3,508.19	\$ 3,508.19	\$ 8,800.00	\$ 8,800.00	\$ 10,000.00	\$ 10,000.00
27	PREPARE AND IMPLEMENT SWPPP	L.S.	1	\$ 7,500.00	\$ 7,500.00	\$ 5,318.87	\$ 5,318.87	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00
28	QUALITY CONTROL PROGRAM	L.S.	1	\$ 8,000.00	\$ 8,000.00	\$ 5,658.37	\$ 5,658.37	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00
29	TEMPORARY TRAFFIC CONTROL	L.S.	1	\$ 8,000.00	\$ 8,000.00	\$ 31,242.49	\$ 31,242.49	\$ 30,000.00	\$ 30,000.00	\$ 33,640.00	\$ 33,640.00
				TOTAL: \$ 373,507.95		TOTAL: \$ 368,678.00		TOTAL: \$ 418,432.00		TOTAL: \$ 451,118.10	

Prepared: 5/21/2018 by: JMP

LOCATION MAP
NTS



SHEET
1
OF 1 SHEETS

CITY OF CALIFORNIA CITY
KERN COUNTY, CALIFORNIA
RSTPL - 5399 (026) - RANDSBURG-MOJAVE REHAB.
MENDOCINO RD. TO MEMORIAL DR.
SITE MAP

HELT ENGINEERING, INC.
CIVIL LAND BUILDING AERIAL
ENGINEERING SURVEYING DESIGN PHOTOGRAPHY
8930 UNION AVE., BAKERSFIELD, CA 93305
PHONE: (805) 323-8045 FAX: (805) 323-8799

S:\DWG\15406\STPL - RANDSBURG-MOJAVE - REHAB - SITE MAP - KSECTIONS.DWG

DATE:	REVISED	CK'D BY	DATE	CK'D	JOB NO.
01/21/11					15406
SCALE: AS SHOWN					
DRAWN BY: JAC					
CK'D BY:					
DATE CK'D:					

**PUBLIC WORKS AGREEMENT FOR
A FEDERALLY AIDED CONSTRUCTION PROJECT
FOR RANDSBURG-MOJAVE ROAD FROM MENDIBURU RD. TO MEMORIAL DR.
STPL – 5399 (026)**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 12TH day of JULY, 2018 by and between the CITY OF CALIFORNIA CITY, a municipal corporation, (herein "City") and Nagle Earthworks, (herein "Contractor"). The parties hereto agree as follows:

R E C I T A L S

A. City requires the re-construction of roadway, as set forth more fully in this Agreement. Contractor has represented to City that Contractor is qualified to perform said work and has submitted a proposal to City for same.

B. City desires to have Contractor perform said services on the terms and conditions set forth herein.

C. The Project is funded, in whole or in part by Federal-Aid Funds. The Project will remain eligible for Federal-aid funds. The procurement documents and Agreement must conform to requirements of applicable Federal law, regulations, and policies. Attached hereto and incorporated herein by this reference are the Contract Provisions required as a condition of receiving Federal-Aid.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1. **SERVICES OF CONTRACTOR**

1.1 Scope of Services - In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

1.2 Documents Included in Contract - This contract consists of the Request For Proposal, bid documents (hereinafter "Proposal"), Proposal Schedule, Designation of Subcontractors, Noncollusion Affidavit, Certification of Principal, Specifications, Plans, this Contract Services Agreement, Faithful Performance Bond, Labor and Materials Bond, Supplemental Information, Guarantee, Tax Identification Form and any and all schedules and attachments to it which are incorporated as if fully set forth herein. In the event of an inconsistency, this Agreement shall govern.

1.3 Compliance with Law - All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments - Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 1.4.

1.5 Familiarity with Work - By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Standard of Performance – Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;
2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

1.7 Care of Work - The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all

such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.8 Further Responsibilities of Parties - Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

1.9 Additional Services - City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 2.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding \$25,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

1.10 Prevailing Wage Laws - In accordance with Labor Code Section 1770 et seq., the director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. Seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

2. COMPENSATION

2.1 Contract Sum - For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of **Three Hundred Sixty-eight Thousand Six Hundred Seventy-eight Dollars and zero cents (\$368,678.00)** (herein "Contract Sum"), except as provided in Section 1.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Progress Payments - Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security. Refer to Section 7.3 of this Agreement for retention of funds.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence - Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance - Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

3.3 Force Majeure - The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.4 Term - Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer.

4. COORDINATION OF WORK

4.1 Representative of Contractor - The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this

Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer - The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Assignment - The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

4.4 Independent Contractor - Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

4.5 Identity of Persons Performing Work - Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 Utility Relocation - City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

4.7 Trenches or Excavations - Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.9 of this Agreement.

(c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance - The Contractor and Subcontractors shall procure and maintain, at their respective sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

Coverage (Check if applicable)		Minimum Limits
<input type="checkbox"/>	Comprehensive General Liability Insurance (including premises and operations) (occurrence version)	\$1,000,000 per occurrence combined single limit
<input type="checkbox"/>	Contractual Liability Insurance Products Liability Insurance	\$1,000,000 limit
<input type="checkbox"/>	Comprehensive Automobile Liability Insurance (includes owned, non-owned, and hired automobile hazard)	\$1,000,000 per occurrence combined single limit
<input type="checkbox"/>	Errors and Omissions Insurance (providing for a one year discovery period)	\$1,000,000 limit
<input type="checkbox"/>	Workers' Compensation/Employers' Liability Insurance	\$1,000,000 per occurrence
<input type="checkbox"/>	Builder's All-risk Insurance	Limits not less than the full value of the Work
<input type="checkbox"/>	Pollution Liability	A limit of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate.

Conditions:

In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the City Engineer, City of California City, 21000 Hacienda Blvd, California City, California 92870.

Any insurance maintained by the City of California City shall apply in excess of and not combined with insurance provided by this policy.

The City of California City, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification - Contractor shall indemnify the City of California City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising

or alleged to arise out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the willful misconduct of the City, its officers, agents or employees, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

(d) Contractor's duty to defend and indemnify as set out in this Section 5.2 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Contractor's indemnification obligations pursuant to this Section 5.2 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

5.3 Labor and Materials and Performance Bonds – Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.4 Sufficiency of Insurer or Surety - Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

5.5 Substitution of Securities - Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

6. RECORDS AND REPORTS

6.1 Reports - Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records - Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents - All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7. ENFORCEMENT OF AGREEMENT

7.1 California Law - This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Kern, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes - In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 7.2 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

7.3 Retention of Funds - Progress payments shall be made in accordance with the provisions of Section 2.2 of this agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

7.4 Waiver - No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action - In addition to any other rights or remedies, either party may take legal action, law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel

specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages - Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Seven Hundred and Fifty Dollars (\$750.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit "A") or "Schedule of Performance" (Exhibit B). The City may withhold from any moneys payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination for Default of Contractor - If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

7.9 Summary of Public Contract Code § 9204

A "claim" is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay;
- Payment by the City of money damages under the terms of the contract;
- Payment of an amount that is disputed by the City.

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City's written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor must submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.

8. CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

8.1 **Non-liability of City Officers and Employees** - No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 **Conflict of Interest** - The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 **Covenant Against Discrimination** - Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9. MISCELLANEOUS PROVISIONS

9.1 **Notice** - Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of California City
21000 Hacienda Blvd.
California City, California 92870
Attn.: City Clerk

To Contractor: Nagle Earthworks
831 Espee St.
Bakersfield, CA 93301

9.2 **Interpretation** - The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 **Integration; Amendment** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 **Hiring of Illegal Aliens Prohibited** - Contractor shall not hire or employ any person to perform work within the City of California City or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

9.6 **Unfair Business Practices Claims** - In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

9.7 **Corporate Authority** - The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.8 **Independent Contractor** - The Contractor is and shall at all times remain as to the City, a wholly independent contractor. Neither the City, nor any of their officer, employees or agents shall have control over the conduct of the Contractor or any of the Contractors' officers, employees or agents, except as herein set forth. The Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City, nor shall City officers, employees or agents be deemed the officers, employees, or agents of Contractor as a result of this Agreement.

9.9 **Legal Responsibilities** - The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor their officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

9.10 **Termination for Convenience** – The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

9.11

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

CITY OF CALIFORNIA CITY,
a municipal corporation

By: _____ By: _____
Denise Hilliker, City Clerk Jennifer Wood, Mayor

APPROVED AS TO FORM:

/s Christian L. Bettenhausen
City Attorney

CONTRACTOR: Granite Construction Company

By: _____
(Print)

By: _____
(Print)

Signature: _____

Signature: _____

Title: _____

Title: _____

Address: _____

Address: _____

Attachments: Supplemental Information To Be Completed By Principal
Tax Identification Number
Statement of Non Collusion by Contractor
EXHIBIT A: Scope of Services
EXHIBIT B: Schedule of Performance
Additional Clauses Required As A Condition Of Federal Aid
FHWA-1273 - Required Contract Provisions Federal-Aid Construction Contracts
Title VI Assurances
Cargo Preference Act (CPA)
Federal Minimum Wage Rates
Faithful Performance Bond
Labor and Material Payment Bond

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Business Address:

Telephone Number:

Date:

Print Name:

Principal

Signature:

Title

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of California City) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of California City and/or the California City Redevelopment Agency made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF CALIFORNIA CITY FINANCE DEPARTMENT
21000 Hacienda Blvd.
California City, CA 93505

Exempt: Yes____No____ Telephone () _____

CORPORATION: _____

U.S.A. OR ANY AGENCIES THEREOF: _____

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF W.C. EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____ (Explain)

Signature/Title: _____ Date: _____

STATEMENT OF NON COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of California City a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of California City or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of California City, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of California City any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of California City either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On _____ at _____ California.

Firm _____

(Signature)

Street _____

City _____ State _____ Zip _____

(Print Name & Title)

EXHIBIT A
Scope of Services

See Plans and Specifications, incorporated herein by this reference.

EXHIBIT B
Schedule of Performance

ADDITIONAL CLAUSES REQUIRED AS A CONDITION OF FEDERAL AID

In addition to those clauses set forth in **FHWA Form 1273**, the following contract provisions are required as a condition of federal-aid for this Project:

1) NON-COLLUSION (23 CFR 635.112(f).)

Each bidder shall file a statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

2) CHANGED CONDITIONS. (23 CFR 635.109.)

a.) Differing site conditions.

- (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed
- (ii) Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
- (iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
- (iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

b.) Suspensions of work ordered by the engineer.

- (i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- (ii) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
- (iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
- (iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c.) Significant changes in the character of work.

- (i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in

quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

- (ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
- (iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- (iv) The term "significant change" shall be construed to apply only to the following circumstances: (A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or (B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

3) EQUAL OPPORTUNITY (41 CFR 60-1.4)

During the performance of this contract, the contractor agrees as follows:

- i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- iii) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4) BREACHES, DEFAULTS AND TERMINATION FOR CAUSE (2 CFR Part 200, Appendix II (A) and (B).)

- a) If the City's Contract Officer deems that the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed to comply with the applicable Public Contract Code, or has failed in any other respect to prosecute the Work with the diligence and force specified by the Contract, the City's Representative may:
 - (1) after written notice of at least 5 days to the Contractor, specifying the defaults to be remedied, provide any such labor or materials and deduct the cost from any money due or to become due to the Contractor under the Contract; or
 - (2) if the City's Representative considers that the failure is sufficient ground for such action, the City's Representative may give written notice of at least 5 days to the Contractor and the Contractor's sureties, that if the defaults are not remedied, the Contractor's control over the Work will be terminated.
- b) Should the City exercise its rights to terminate as noted in paragraph immediately above, the City, may, without prejudice to any other rights or remedies of the City and subject to any prior rights of the Surety:
 - (1) Terminate employment of the Contractor;
 - (2) take possession of the Project site, materials, equipment, tools, appliances, and construction equipment and machinery owned by the Contractor;
 - (3) accept assignment of Subcontractor Agreements
 - (4) finish the Work by whatever method(s) the City may deem expeditious and appropriate.
- c) When the City terminates the Contract for reasons provided in Subparagraph 4(a), above, the Contractor shall not be entitled to receive any further payment until Completion of the Work. If the costs incurred by the City because of termination under Subparagraph 4(a) exceed the unpaid balance, the Contractor shall pay the difference to the City.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

RANDBURG-MOJAVE RD. – STPL – 5399 (026)

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

RANDBURG-MOJAVE RD. – STPL – 5399 (026)

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there

RANDBURG-MOJAVE RD. – STPL – 5399 (026)

under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which

cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs

anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice

classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such

programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less

than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from

an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

RANDBURG-MOJAVE RD. – STPL – 5399 (026)

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the

participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such

prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Title VI Assurances

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as Contractor) agrees as follows:

- (1) **Compliance with Regulations:** CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - b. cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) **Incorporation of Provisions:** CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Maintain records and submit reports documenting your performance under this section.

Cargo Preference Act (CPA)

The Cargo Preference Act (CPA) requires that "... at least 50 percent of any equipment, materials, or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available."

Use of United States –flag vessels:

The contractor agrees –

(1) To utilize privately owned United State-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for Unites States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

FEDERAL MINIMUM WAGE RATES

Note: If there is a difference between the minimum wage rates predetermined by the U.S. Department of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate.

Superseded General Decision Number: CA20170031

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Inyo, Kern and Mono Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	01/19/2018
3	01/26/2018
4	02/09/2018
5	03/02/2018
6	04/06/2018
7	05/04/2018

ASBE0005-001 07/03/2017

INYO AND KERN

Rates Fringes

Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....\$ 26.96	17.81
Insulator/asbestos worker (Includes the application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems).....\$ 39.72	20.80

ASBE0005-005 07/03/2017

INYO AND KERN

Rates Fringes

Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....\$ 19.26	11.27
--	-------

ASBE0016-003 01/01/2018

MONO

Rates Fringes

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
protective coverings,
coatings, and finishes to all
types of mechanical systems).....\$ 49.46 22.98

* BOIL0092-005 03/01/2018

INYO AND KERN

	Rates	Fringes
BOILERMAKER.....	\$ 44.07	33.52

BOIL0549-003 10/01/2016

MONO COUNTY

	Rates	Fringes
BOILERMAKER.....	\$ 39.68	35.71

* BRCA0004-005 05/01/2017

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 39.11	14.47

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-010 09/01/2017

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 29.75	12.91
TERRAZZO WORKER/SETTER.....	\$ 36.75	13.82

BRCA0018-011 07/01/2017

	Rates	Fringes
TILE LAYER.....	\$ 37.76	16.37

BRCA0018-012 07/01/2017

KERN

	Rates	Fringes
MARBLE FINISHER.....	\$ 30.93	12.95
TILE FINISHER.....	\$ 25.98	11.23

CARP0409-002 07/01/2016

	Rates	Fringes
Diver		
(1) Wet.....	\$ 712.48	17.03
(2) Standby.....	\$ 356.24	17.03
(3) Tender.....	\$ 348.24	17.03
(4) Assistant Tender.....	\$ 324.24	17.03

Amounts in "Rates" column are per day

CARP0409-005 07/01/2015

	Rates	Fringes
--	-------	---------

Drywall		
DRYWALL INSTALLER/LATHER.....	\$ 40.40	15.03
STOCKER/SCRAPPER.....	\$ 10.00	7.17

CARP0409-006 07/01/2016

	Rates	Fringes
CARPENTER		
(01) Carpenter, cabinet installer, insulation installer, floor worker and acoustical installer.....	\$ 39.83	15.50
(02) Millwright.....	\$ 40.90	15.50
(03) Piledrivermen; Derrick barge; Bridge or Dock Carpenter; Heavy framer; Rockslinger; Rock Bargeman; Scowman.....	\$ 40.53	15.50
(04) Shingler (Commercial).....	\$ 36.91	15.50
(05) Table Power Saw Operator.....	\$ 36.88	15.50
(06) Pneumatic Nailer or Power Stapler.....	\$ 37.03	15.50
(07) Roof Loader of Shingles (Commercial).....	\$ 25.84	15.50
(08) Saw Filer.....	\$ 36.87	15.50
(09) Scaffold Builder.....	\$ 28.55	15.50

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

ELEC0428-001 12/01/2017

	Rates	Fringes
CABLE SPLICER		
China Lake Naval Weapons Center, Edwards AFB.....	\$ 51.02	3%+19.39
Remainder of Kern County.....	\$ 44.77	3%+19.39
ELECTRICIAN		
China Lake Naval Weapons Center, Edwards AFB.....	\$ 46.95	19.39
Remainder of Kern County.....	\$ 40.70	19.39

ELEC0428-003 01/01/2018

COMMUNICATIONS AND SYSTEMS WORK

KERN COUNTY

	Rates	Fringes
Communications System		
Installer.....	\$ 31.56	15.44
Technician.....	\$ 30.83	11.17

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0441-004 02/26/2018

	Rates	Fringes
--	-------	---------

ELECTRICIAN (TRANSPORTATION
SYSTEMS, TRAFFIC SIGNALS &
STREET LIGHTING)

Cable Splicer/Fiber Optic		
Splicer.....	\$ 44.73	20.09
Electrician.....	\$ 42.76	20.03
Technician.....	\$ 31.76	16.75

SCOPE OF WORK: Electrical work on public streets, freeways, toll-ways, etc, above or below ground. All work necessary for the installation, renovation, repair or removal of Intelligent Transportation Systems, Video Surveillance Systems (CCTV), Street Lighting and and Traffic Signal work or systems whether underground or on bridges. Includes dusk to dawn lighting installations and ramps for access to or egress from freeways, toll-ways, etc. Intelligent Transportation Systems shall include all systems and components to control, monitor, and communicate with pedestrian or vehicular traffic, included but not limited to: installation, modification, removal of all Fiber optic Video System, Fiber Optic Data Systems, Direct interconnect and Communications Systems, Microwave Data and Video Systems, Infrared and Sonic Detection Systems, Solar Power Systems, Highway Advisory Radio Systems, highway Weight and Motion Systems, etc. Any and all work required to install and maintain any specialized or newly developed systems. All cutting, fitting and bandaging of ducts, raceways, and conduits. The cleaning, rodding and installation of "fish and pull wires". The excavation, setting, leveling and grouting of precast manholes, vaults, and pull boxes including ground rods or grounding systems, rock necessary for leveling and drainagae as well as pouring of a concrete envelope if needed.

JOURNEYMAN TRANSPORTATION ELECTRICIAN shall perform all tasks necessary toinstall the complete transportation system.

JOURNEYMAN TECHNICIAN duties shall consist of: Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, dector loop, fiber optic cable and video/data.

ELEC0477-001 05/29/2017

INYO AND MONO

	Rates	Fringes
--	-------	---------

ELECTRICIAN.....	\$ 37.29	3%+23.29
------------------	----------	----------

CABLE SPLICER: \$1.50 above Electrician.

TUNNEL WORK: 10% above Electrician.

ELEC1245-001 06/01/2017

	Rates	Fringes
--	-------	---------

LINE CONSTRUCTION

(1) Lineman; Cable splicer..	\$ 55.49	16.62
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 44.32	3%+17.65
(3) Groundman.....	\$ 33.89	3%+17.65
(4) Powderman.....	\$ 49.55	3%+17.65

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2018

	Rates	Fringes
--	-------	---------

ELEVATOR MECHANIC.....	\$ 53.85	32.645
------------------------	----------	--------

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0012-003 07/01/2017

Rates Fringes

OPERATOR: Power Equipment (All Other Work)

GROUP 1.....	\$ 44.00	24.25
GROUP 2.....	\$ 44.78	24.25
GROUP 3.....	\$ 45.07	24.25
GROUP 4.....	\$ 46.56	24.25
GROUP 5.....	\$ 47.66	24.25
GROUP 6.....	\$ 46.78	24.25
GROUP 8.....	\$ 46.89	24.25
GROUP 9.....	\$ 47.99	24.25
GROUP 10.....	\$ 48.01	24.25
GROUP 11.....	\$ 48.11	24.25
GROUP 12.....	\$ 47.18	24.25
GROUP 13.....	\$ 47.28	24.25
GROUP 14.....	\$ 47.31	24.25
GROUP 15.....	\$ 47.39	24.25
GROUP 16.....	\$ 47.51	24.25
GROUP 17.....	\$ 47.68	24.25
GROUP 18.....	\$ 47.78	24.25
GROUP 19.....	\$ 47.89	24.25
GROUP 20.....	\$ 48.01	24.25
GROUP 21.....	\$ 48.18	24.25
GROUP 22.....	\$ 48.28	24.25
GROUP 23.....	\$ 48.39	24.25
GROUP 24.....	\$ 48.51	24.25
GROUP 25.....	\$ 48.68	24.25

OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)

GROUP 1.....	\$ 45.35	24.25
GROUP 2.....	\$ 46.13	24.25
GROUP 3.....	\$ 46.42	24.25
GROUP 4.....	\$ 46.56	24.25
GROUP 5.....	\$ 46.78	24.25
GROUP 6.....	\$ 46.89	24.25
GROUP 7.....	\$ 47.01	24.25
GROUP 8.....	\$ 47.18	24.25
GROUP 9.....	\$ 47.35	24.25
GROUP 10.....	\$ 48.35	24.25
GROUP 11.....	\$ 49.35	24.25
GROUP 12.....	\$ 50.35	24.25
GROUP 13.....	\$ 51.35	24.25

OPERATOR: Power Equipment (Tunnel Work)

GROUP 1.....	\$ 41.80	23.35
GROUP 2.....	\$ 42.58	23.35
GROUP 3.....	\$ 42.87	23.35
GROUP 4.....	\$ 43.01	23.35
GROUP 5.....	\$ 43.23	23.35
GROUP 6.....	\$ 43.34	23.35
GROUP 7.....	\$ 43.46	23.35

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes load, lull or similar types over 5 tons); Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.; Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical

finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the

California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern		
winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler,		
Deckhand, Bargeman,		
Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

IRON0377-002 01/01/2017

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 29.58	21.59
Ornamental, Reinforcing		
and Structural.....	\$ 36.00	30.15

PREMIUM PAY:

\$6.00 additional per hour at the following locations: China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB

\$4.00 additional per hour at the following locations: Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations: Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0220-002 07/03/2017

KERN COUNTY

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 39.04	18.24
GROUP 2.....	\$ 39.36	18.24
GROUP 3.....	\$ 39.82	18.24
GROUP 4.....	\$ 40.51	18.24
LABORER		
GROUP 1.....	\$ 33.19	18.24
GROUP 2.....	\$ 33.74	18.24
GROUP 3.....	\$ 34.29	18.24
GROUP 4.....	\$ 35.84	18.24
GROUP 5.....	\$ 36.19	18.24

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodger and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0220-005 07/01/2017

KERN COUNTY

	Rates	Fringes
Brick Tender.....	\$ 31.36	17.82

LABO0300-005 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/02/2017

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 41.08	17.39
GROUP 2.....	\$ 40.13	17.39
GROUP 3.....	\$ 36.59	17.39

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0783-001 07/03/2017

INYO AND MONO COUNTIES

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 39.04	18.24
GROUP 2.....	\$ 39.36	18.24
GROUP 3.....	\$ 39.82	18.24
GROUP 4.....	\$ 40.51	18.24

LABORER

GROUP 1.....	\$ 33.19	18.24
GROUP 2.....	\$ 33.74	18.24
GROUP 3.....	\$ 34.29	18.24
GROUP 4.....	\$ 35.84	18.24
GROUP 5.....	\$ 36.19	18.24

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader;

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0783-004 07/01/2017

INYO AND MONO COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 31.36	17.82

LABO1184-001 07/01/2017

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 34.65	13.20
(2) Vehicle Operator/Hauler.	\$ 34.82	13.20
(3) Horizontal Directional Drill Operator.....	\$ 36.67	13.20
(4) Electronic Tracking Locator.....	\$ 38.67	13.20
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 35.86	16.21
GROUP 2.....	\$ 37.16	16.21
GROUP 3.....	\$ 39.17	16.21
GROUP 4.....	\$ 40.91	16.21

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

PAIN0036-009 10/01/2017

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 34.45	18.57

PAIN0036-021 01/01/2018

INYO AND MONO COUNTIES

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Journeyman Painter.....	\$ 26.68	14.07
(2) Repaint.....	\$ 24.40	14.07
(4) All other work.....	\$ 26.68	14.07
(5) Industrial.....	\$ 32.52	14.39

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

HIGH IRON & STEEL:

Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

PAIN0169-002 01/01/2018

	Rates	Fringes
GLAZIER.....	\$ 35.00	26.26

PAIN1247-001 01/01/2018

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 32.35	14.56

PLAS0200-007 08/02/2017

	Rates	Fringes
PLASTERER.....	\$ 41.26	14.46

U.S. MARINE CORPS-PICKLE MEADOW & MOUNTAIN WARFARE TRAINING CENTER: \$3.00 additional per hour.

PLAS0500-002 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.30	23.33

PLUM0078-001 07/01/2016

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.	\$ 44.16	25.19
Sewer & Storm Drain Work....	\$ 44.16	25.19

PLUM0460-002 07/01/2013

	Rates	Fringes
PLUMBER (Plumber, Pipefitter, Steamfitter, Refrigeration) 0 to 40 miles radius from 6718 Meany Avenue in Bakersfield.....	\$ 40.57	22.84
40 to 75 miles radius.....	\$ 45.07	22.84
75 miles to 100 miles radius.....	\$ 47.57	22.84
over 100 miles radius.....	\$ 51.07	22.84

FOOTNOTE: Work from a swinging scaffold, swinging basket, spider or from a bosun chair: 10% above the regular rate of pay for that day.

ROOF0027-001 01/01/2017

	Rates	Fringes
ROOFER.....	\$ 26.01	14.21

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

SFCA0669-007 04/01/2017

	Rates	Fringes
SPRINKLER FITTER.....	\$ 39.07	15.84

SHEE0105-003 01/01/2018

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

Rates Fringes

SHEET METAL WORKER

(1) Commercial - New Construction and Remodel work.....	\$ 42.78	27.96
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 42.78	27.96

SHEE0105-004 01/01/2018

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

Rates Fringes

SHEET METAL WORKER.....	\$ 32.38	26.99
-------------------------	----------	-------

TEAM0011-002 07/01/2017

Rates Fringes

TRUCK DRIVER

GROUP 1.....	\$ 29.59	27.74
GROUP 2.....	\$ 29.74	27.74
GROUP 3.....	\$ 29.87	27.74
GROUP 4.....	\$ 30.06	27.74
GROUP 5.....	\$ 30.09	27.74
GROUP 6.....	\$ 30.12	27.74
GROUP 7.....	\$ 30.37	27.74
GROUP 8.....	\$ 30.62	27.74
GROUP 9.....	\$ 30.82	27.74
GROUP 10.....	\$ 31.12	27.74
GROUP 11.....	\$ 31.62	27.74
GROUP 12.....	\$ 32.05	27.74

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

CITY COUNCIL

June 12, 2018

TO: Mayor and City Council

FROM: Robert Stockwell, City Manager

SUBJECT: A Resolution Stating the City Council's Intent on setting the Public Safety Only Parcel Tax for fiscal year 2018-2019

BACKGROUND: The City Council has set a Special Municipal Election for July 31, 2018 to consider the adoption of Measure C to impose a Public Safety Only Parcel Tax. Measure C sets the tax rate at 50 cents per day. Citizens have approached the City Council and expressed their opinion that Measure C would have a greater possibility of passing if the tax rate was set at 42 cents per day. At the last Council meeting Council directed staff to prepare a resolution expressing the Council's intent to set the rate for fiscal year 2018-2019 at 42 cents per day.

In an attempt to craft a resolution expressing Council's intent without unduly confusing the electorate prior to the election, staff is proposing the attached resolution which would have the Council hold public meetings for the purpose of setting the preliminary Police and Fire budgets for fiscal year 2018-2019 as if the parcel tax is approved by the voters on July 31, 2019. The intended result of these public meetings would be to craft preliminary Police and Fire Budgets that would maintain at least the currently authorized staffing and operations levels for fiscal 2017-2018 with the goal of setting the Public Safety Only Parcel Tax at 42 cents per day for fiscal year 2018-2019.

Of those who requested the Council consider assuring the citizens that the tax rate would be set at 42 cents per day, the most vocal ones have stated clearly that they do not intend to support the proposed tax rate even if the Council were to adopt a resolution stating their intent to only assess 42 cents per day.

RECOMMENDATION: Staff continues to recommend that the Council not adopt this resolution and allow the voters to make their decision on Measure C as it is on the ballot. However, if the Council's desire is to express its desire to ultimately set the tax for 2018-2019 at 42 cents this resolution likely avoids some of the confusion that will be created by the Council taking such a position.

FISCAL IMPACT: Unknown until after July 31, 2018.

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CALIFORNIA CITY EXPRESSING ITS INTENTION TO SET THE
PUBLIC SAFETY ONLY PARCEL TAX DETAILED IN MEASURE C FOR
THE JULY 31, 2018 SPECIAL ELECTION AT NO LESS THAN 42
CENTS PER DAY OR MORE THAN 50 CENTS PER DAY BASED UPON
THE CURRENT NEEDS FOR POLICE AND FIRE SERVICES FOR THE
2018-2019 FISCAL YEAR**

WHEREAS, the City Council of California City called a special election to occur July 31, 2018, to obtain approval of the Public Safety Only Parcel Tax (the "Parcel Tax"), Measure C, to be effective starting in fiscal year 2018-2019 and;

WHEREAS, Measure C would authorize the City Council to assess the Parcel Tax at a rate not to exceed 50 cents per day for the six-year term of the tax with a formula by which the City Council would adjust the tax downward based upon ninety percent (90%) of the actual collections of sales and use tax, ad valorem property tax, and the City's cannabis business tax and;

WHEREAS, the City Council desires that the City maintain sufficient levels of funding for police and fire services;

WHEREAS, the City Council hereby declares its intent to use the proceeds of the Parcel Tax solely to fund police and fire protection and that it will set the Parcel Tax rate based upon the budgeted needs of the Police and Fire Departments as determined during public meetings and that its current view is that to ensure there is the appropriate and not excessive level of funding, the tax assessment should be set at or between 42 and 50 cents per day for Fiscal Year 2018-2019.

NOW THEREFORE, the City Council of the City of California City resolves as follows:

Section 1. The City Council hereby states that it will set the amount of the Public Safety Only Parcel Tax authorized by the voters at the July 31, 2018 Special Election based upon the proposed 2018-2019 annual City Budget for Police and Fire Services as determined in public meetings and workshops, and that the Council currently believes that the rate should be initially set at or between 42 and 50 cents per day.

Section 2. The City Council will conduct public meeting(s) to discuss and set the 2018-2019 preliminary budgets for the Police and Fire departments within the Police and Fire Special Tax Funds budgets prior to the final date for assessing the Public Safety Only Parcel Tax and that the Parcel Tax will be set at the rate necessary to maintain sufficient levels of the Police and Fire Departments.

This Resolution was approved on 12 June 2018 by the following vote:

AYES:

NOES:

ABSENT:

Jennifer Wood, Mayor

ATTEST:

APPROVED AS TO FORM:

Denise Hilliker, City Clerk

Christian Bettenhausen, City Attorney

CITY COUNCIL

June 12, 2018

TO: Mayor and City Council

FROM: Robert Stockwell, City Manager

SUBJECT: Authorize a Provisional Budget for July 1, 2018 through August 2018

BACKGROUND:

At the last Council meeting the Council directed staff to extend the current positions and operations of the City at the levels set for the 2017-2018 Budget through August 2018 pending the results of the July 31, 2018 Special Election.

Under the current budget all authorized spending cease after June 30, 2018. Consequently, the Council must authorize, in lieu of adopting a 2018-2019 Budget, interim spending for the first two months of the 2018-2019 fiscal year until a final budget is adopted.

RECOMMENDATION:

Direct the City Manager to carry forward the currently authorized expenses of all city operations for the period of July 1, 2018 through August 31, 2018 as follows:

1. Authorize a provisional budget of the City to be set at 16% of the of the 2017-2018 Annual Budget (16% equals 2 months).
2. Continue the hiring freeze (warranted positions will be brought to council for approval) and out sourcing freeze currently instituted by the City Council.
3. Continue the overtime restrictions set by the City Manager.
4. Affirm that it is the Council's intent that all currently employed employee's positions and funding will continue through at least August 31. 2018 and that expenses during the during the period of July 31, 2018 and August 31, 2018 shall be strictly limited to the minimum necessary to maintain current operations. In no case will expenses exceed the line item levels set in Paragraph 1 without prior Council approval.

FISCAL IMPACT: Sets staffing and expenditure limits on the provisional budget for the period of July 1, 2018 and through August 312. 2018.

CITY COUNCIL

June 12, 2018

TO: Mayor and City Council

FROM: Robert Stockwell, City Manager

SUBJECT: Amendments to Cannabis Business Ordinances

BACKGROUND: Staff presented proposed changes to the current medical cannabis ordinances at the April 24, 2018 Council meeting where a tie voted prevented the adoption of the proposed amendments. Subsequently, Council Member McGuire requested that the proposed amendments be brought back to Council for possible action based upon some changes he felt needed to made to the amendments.

The City Manager the City Attorney and Councilmember McGuire exchanged several drafts of the changes he felt needed to be and finally today we have completed the drafting and are presenting the ordinances with changes for Council consideration.

The most significant amendments eliminate any terminology that would restrict the cultivation, manufacturing, distribution, dispensing or sale of cannabis product to medical cannabis. Under the proposed amendments anyone desiring to operate a cannabis business in California City must meet all of the requirements imposed by State laws and regulations and be in full compliance with California City ordinance and regulations. The amendments also authorize two (2) storefront retail dispensaries and two (2) delivery only retail dispensaries.

Those portions of the city zoning ordinances that would require amending to accommodate the amendment to the business portions of the CCMC will be referred to the Planning Commission for hearings and a recommendation to the City Council.

RECOMMENDATION: That the City Council receive and discuss the proposed amendments on first reading, consider any additional changes and direct staff to prepare an ordinance for first reading at the next regular meeting

FISCAL IMPACT: These amendments should lead to increased revenues and the expansion of the cannabis industry in California City.

ARTICLE 3. -CANNABIS BUSINESS PERMITS REQUIRED FOR OWNER/OPERATOR; CANNABIS WORK PERMIT REQUIRED FOR EMPLOYEES

Sec. 5-6.301. - Cannabis business Permit Required to Engage in Cannabis business.

(a) No person may engage in any cannabis business or operate a cannabis dispensary within the City of California City including cultivation, manufacture, processing, laboratory testing, transporting, dispensing, distribution, or sale of cannabis or a cannabis product unless the person (1) has a valid cannabis business permit or cannabis dispensary permit from the City of California City and (2) is currently in compliance with all applicable state and local laws and regulations pertaining to the cannabis business and the cannabis business activities, including the duty to obtain any required state licenses.

~~(b) Until Health & Safety Code Section 11362.775, subdivision (a), is repealed, the City intends that persons eligible to operate collectives or cooperatives under that subdivision shall be eligible to apply for a City permit to conduct cannabis activities, but only to the degree those activities are authorized under state law for collectives and cooperatives. When the Health & Safety Code Section 11362.775, subdivision (a), is repealed, or as soon as collectives and cooperatives are no longer permitted under state law, any City permit holder operating as a collective or cooperative who has not already obtained a state license for the cannabis business activities they are engaged in shall automatically forfeit his or her City cannabis business permit. At that point they shall no longer be authorized to engage in any cannabis activities in the City until they obtain both a City issued cannabis business permit and a state license for that cannabis activity.~~

Formatted: Strikethrough

Sec. 5-6.302. - Cannabis Business Employee Permit Required. (a) Any person who is an employee or who otherwise works or volunteers within a cannabis business must be legally authorized to do so under applicable state law. ~~Employees, workers, or volunteers at businesses that are permitted by the City of California City as cannabis business cultivators, manufacturers, distributors, delivery operators, or dispensaries that are must operating operate pursuant to Health & Safety Code section 11362.775 and all other applicable state laws city ordinances and resolutions.~~

Commented [BS1]: This provision does not apply to Cal City since we never had collectives or cooperatives

Commented [CM2R1]: I would like to see this stand, just a CYA.

Formatted: Strikethrough

(b) Any person who is an employee or who otherwise works or volunteers within a cannabis business shall wear a name badge issued by the cannabis business management for identification purposes.

ARTICLE 4. - NUMBER AND TYPE OF AUTHORIZED CANNABIS DISPENSARIES PERMITTED

Sec. 5-6.401. - Maximum Number of Cannabis Dispensaries Permitted to Operate within the City.

- (a) The maximum number of each type of cannabis dispensary that shall be permitted to operate in the City at any one (1) given time will be a maximum of two (2) retail storefront operations and two (2) delivery only dispensaries with no

retail storefront. Retail storefront dispensaries are also authorized, with the required state license, to make off-site deliveries.

- (b) Section 5-6.401 is only intended to create a maximum number of cannabis dispensaries that may be issued permits to operate in the City under each category. Nothing in this Chapter creates a mandate that the City Council must issue any or all of the cannabis business dispensary permits potentially available.

ARTICLE 5. -APPLICATION FOR CANNABIS BUSINESS PERMIT: RENEWAL APPLICATIONS; AND EFFECT OF REVOCATION OR SUSPENSION OF STATE LICENSE

Sec. 5-6.501. - Initial Application Procedure.

(a) The City Manager will prepare the procedures which will govern the application process, and the manner in which the decision will ultimately be made regarding the issuance of any cannabis business permit(s), except for cannabis dispensary permits. The City Manager will prepare the necessary forms, adopt any necessary rules, regulations and processes, solicit applications, and conduct evaluations of the applicants.

(b) At the time of filing, each applicant shall pay an application fee established by resolution of the City Council, to cover all costs incurred by the City in the application process. An application shall not be deemed complete, and will not be processed, until the designated application fees have been paid. Once submitted, all fees shall be non-refundable.

(c) After the initial review the City Manager will issue permits for all cannabis businesses except for dispensaries. For cannabis dispensary permits, the City Manager will make a recommendation to the City Council, and the City Council shall make a final determination in accordance with Article 7.

(d) The City's Reservation of Rights: The City reserves the right to reject any or all applications. The City may also modify, postpone, or cancel any request for applications, or the entire program under this Chapter, at any time without liability, obligation, or commitment to any party, firm, or organization. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this Chapter, may be cancelled at any time prior to permit issuance. The City further reserves the right to request and obtain additional information from any candidate submitting an application. In addition to any other appropriate reasons for rejection, including but not limited to a failure to comply with any requirement of any State or local law, rule or regulation, an application RISK BEING REJECTED for any of the following reasons: (1) Proposal not containing the required elements, exhibits, nor organized in the required format. (2) Proposal considered not fully responsive to this request for permit application.

Sec. 5-6.502. - Expiration of Cannabis Business Permits. Each cannabis business permit issued pursuant to this Chapter shall expire twelve (12) months after the date of its issuance. Cannabis Business permits may be renewed as provided in Section 5-6.504.

Sec. 5-6.503. - Revocation of Permits. Cannabis Business permits may be revoked for any violation of any law and/or any rule, regulation and/or standard adopted pursuant to this Chapter.

Sec. 5-6.504. - Renewal Applications.

Formatted: Not Highlight

(a) An application for renewal of a cannabis business permit shall be filed at least sixty (60) calendar days prior to the expiration date of the current permit.

(b) The applicant shall pay a fee in an amount to be set by the City Council to cover the costs of processing the renewal permit application, together with any costs incurred by the City to administer the program created under this Chapter. Once submitted to the City all fees shall be non-refundable.

(c) An application for renewal of a cannabis business permit shall be rejected if any of the following exists:

(1) The application is filed less than sixty (60) days before its expiration, unless good cause is shown for failure to timely apply as approved in the sole discretion of the City Manager or designee.

Formatted: Not Highlight

(2) The cannabis business permit is suspended or revoked at the time of the application.

(3) The cannabis business has not been in regular and continuous operation in the four (4) months prior to the renewal application.

(4) The cannabis business has failed to conform to the requirements of this Chapter, or of any regulations adopted pursuant to this Chapter.

(5) The permittee fails or is unable to renew its State of California license.

(6) If the City or state has determined, based on substantial evidence, that the permittee or applicant is in violation of the requirements of this Chapter, of the City's Municipal Code, or of the state rules and regulations, or of any term or condition of the permit, and the City or state has determined that the violation is grounds for termination or revocation of the cannabis business permit.

(d) The City Manager or his designee is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the City Manager or his designee is authorized to impose additional conditions to a renewal permit, if it is determined to be necessary to ensure compliance with state or local laws and regulations or to preserve the public health, safety or welfare. Appeals from the decision of the City Manager or his designee shall be handled pursuant to Article 6 of this Chapter.

Formatted: Not Highlight

(e) If a renewal application is rejected, a person may file a new application pursuant to this Chapter no sooner than one (1) year from the date of the rejection.

Sec. 5-6.505. - Effect of State License Suspension, Revocation, or Termination.

Suspension of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a cannabis business to operate within the City, until the State of California, or its respective department or division, reinstates or reissues the State license. Should the State of California, or any of its departments or divisions, revoke or terminate the license of a cannabis business, such revocation or termination shall also revoke or terminate the ability of a cannabis business to operate within the City of California City.

Sec. 5-6.506. - Prohibition on Transfer of Cannabis Business Permits.

Formatted: Not Highlight

(a) No person shall operate a cannabis business at any location other than the location specifically authorized and identified on the City issued cannabis business permit. A permittee may request that the specifically authorized location identified on the City issued cannabis business permit be changed to another specifically authorized location without the need to reapply for a new permit. The City Council is authorized to make all decisions concerning the issuance of a change in location and reissue of the cannabis business permit for the new location.

Formatted: Not Highlight

(b) Cannabis business permits issued through the grant of a transfer by the City Council Manager shall be valid for a period of one year beginning on the day the City Council Manager approves the transfer of the permit. Before the transferee's permit expires, the transferee shall apply for a renewal permit in the manner required by this chapter.

Commented [B53]: This paragraph needs to be consistent with (a) above. City Manager should be changed to City Council. Recognizing that the decision of the Council must be at a regular Council meeting.

(c) Changes in ownership of a permittee's business structure or a substantial change in the ownership of a permittee business entity (changes that result in a change of more than 75% of the original ownership), must be approved by the City Council and executed by the City Manager through the transfer process contained in this subsection. Failure to comply with this provision is grounds for permit revocation.

Commented [CM4R3]: I agree with this, and maybe put a sentence in there stating must be at a regular Council meeting.

(d) A permittee may change the form of business entity without applying to the City Manager for a transfer of permit, provided that either:

1. The membership of the new business entity is substantially similar to original permit holder business entity (at least 75% of the membership is identical), or

2. If the original permittee is a cooperative or collective and then transitions to a new business entity to comply with Section 5-6.301, subdivision (b), provided that the original operator(s) of the original permittee business are the same, and the only change is removing collective/cooperative members from the ownership of the new business entity.

Although a transfer is not required in these two circumstances, the permit holder is required to notify the City Manager in writing of the change within ten (10) days of the change. Failure to comply with this provision is grounds for permit revocation.

Formatted: Font: 12 pt

(e) No cannabis business permit may be transferred when the City Manager or Police Chief has notified the permittee that the permit has been or may be suspended or revoked.

Formatted: Font: 12 pt

(f) Any attempt to transfer a cannabis business permit either directly or indirectly in violation of this section is hereby declared void, and such a purported transfer shall be deemed a ground for revocation of the permit.

ARTICLE 6. - APPEALS

Sec. 5-6.601. - Appeals from Decisions of the City Manager or his Designee under this Chapter. Unless specifically provided elsewhere to the contrary, whenever an appeal is

Formatted: Font: 12 pt

provided for in this Chapter from a decision of the City Manager or his or her designee, the appeal shall be conducted as prescribed in this Chapter.

Sec. 5-6.602. -Written request for Appeal.

(a) Within ten (10) calendar days after the date of a decision of the City Manager or his designee(s) to revoke, suspend or deny a permit, or to add conditions to a permit, an aggrieved party may appeal such action by filing a written appeal with the City Clerk setting forth the reasons why the decision was not proper.

(b) At the time of filing the appellant shall pay the designated appeal fee, established by resolution of the City Council from time to time.

Sec. 5-6.603. - Appeal Hearing.

(a) Upon receipt of the written appeal, the City Clerk shall set the matter for a hearing before the City Council. The City Council shall hear the matter de novo and shall conduct the hearing pursuant to the procedures set forth by the City.

(b) The appeal shall be held within a reasonable time after the filing of the appeal, but in no event later than ninety (90) days from the date of such filing. The City shall notify the appellant of the time and location at least ten (10) days prior to the date of the hearing.

(c) At the hearing the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing.

(d) At the conclusion of the hearing the City Council may affirm, reverse or modify the decision appealed. The decision of the City Council shall be final.

ARTICLE 7. - CANNABIS DISPENSARY PERMITTEE SELECTION PROCESS

Sec. 5-6. 701. - Selection and Review of Finalists.

(a) The City Council shall adopt by resolution a procedure by which the applicants in each category of cannabis dispensary will be presented to the City Council for a final determination at a public meeting.

(b) The top applicants in each category of cannabis dispensary that are selected for final consideration may be invited to attend the City Council meeting, where they will be expected to make a public presentation introducing their teams and providing an overview of their proposals. In order to provide adequate time, presentations may be divided over more than one meeting over multiple days as determined to be necessary.

(c) At least ten (10) days prior to the hearing, notice of the hearing shall be sent to all property owners located within three hundred (300) feet of the proposed dispensary locations of each of the finalists to be considered by the City Council.

(d) The City Council shall rank the final candidates and shall select the top candidate in each category of cannabis dispensary, which candidate shall become the prevailing candidate. The City Council's decision as to the selection of the prevailing candidates shall be final.

(e) Official issuance of the cannabis dispensary permit, however, is conditioned upon the prevailing candidate obtaining all required land use approvals. Following the Council's selection, the prevailing candidate shall apply to the City's planning department to obtain any required land use approvals or entitlements for the permittee's location, if any. Land use approvals shall comply with all applicable provisions of CEQA.

The City Manager shall formally issue the cannabis dispensary permit once the City Manager and Building Department have both affirmed that all of the required land use approvals have been obtained.

Commented [BS5]: What is the role of the Police Chief in affirming the land use approvals?

Commented [CM6R5]: I agree with question, but in stead of the COP, it will

- (f) Issuance of a cannabis dispensary permit does not create a land use entitlement. The cannabis dispensary permit shall only be for a term of twelve (12) months and shall expire at the end of the twelve (12) month period unless it is renewed as provided herein. Furthermore, no permittee may begin operations, notwithstanding the issuance of a permit, unless all of the state and local laws and regulations, including but not limited to the requirements of this Chapter and of the permit, have been complied with.
- (g) Notwithstanding anything in this Chapter to the contrary, the City Council reserves the right to reject any or all applications if it determines it would be in the best interest of the City, taking into account any health, safety and welfare impacts on the community. Applicants shall have no right to a cannabis dispensary permit until a permit is actually issued, and then only for the duration of the permit's term. Each applicant assumes the risk that, at any time prior to the issuance of a permit, the City Council may terminate or delay the program created under this Chapter.
- (h) If an application is denied, a new application may not be filed for one (1) year from the date of the denial.
- (i) Each person granted a cannabis dispensary permit shall be required to pay the permit fee established by resolution of the City Council, to cover the costs of administering the cannabis business permit program created in this Chapter.

Sec. 5-6. 702. - Permits Issued to Back-up Applicants. The City Council reserves the right at any time, in its sole discretion, to simply restart the selection process over. Alternatively, within eighteen (18) months following the issuance of any cannabis dispensary permit, if any of the candidates chosen by the City Council to be permitted withdraws from the process or its application is terminated for any reason, the City Council may direct staff to determine whether the runner-up applicant (ranked next highest after those chosen for permitting in the same category) in that category, based on the final ranking of the finalist, still desires a permit. If the applicant still desires a permit, city staff shall proceed to hold a public hearing, which will include notice to surrounding property owners, to evaluate the runner-up candidate's application for potential issuance of a permit. The City will utilize the same process which was used for the applicants chosen to receive permits. Prior to the hearing, the runner-up applicant shall be required to complete any additional requirements, and to update any information from its original application, which the City Manager or his/her designee may determine is reasonably required to verify that the applicant still appropriately qualified and has met all requirements.

The City Council shall then hold the public hearing and make a determination whether a permit should be issued to the runner-up applicant or be denied. If the Council determines a permit should be issued, the applicant shall be required to follow the same process for land use and zoning approvals, before a permit will officially be issued. Notwithstanding the foregoing, the City shall have no obligation to offer the permit to the runner-up applicant if an applicant has withdrawn its application, or if the Council finds, based on substantial evidence that the applicant no longer qualifies, is in violation of

state or local laws or regulations, or that it would not be in the community's best interest to grant the permit as a result of impacts on the community's health, safety or welfare.

ARTICLE 8. - REQUIREMENTS BEFORE PERMITTEE MAY COMMENCE OPERATIONS

Sec. 5-6.801. - City Business License. Prior to commencing operation, a cannabis business shall obtain a City of California City business license.

Sec. 5-6.802. - Building Permits and Inspection. Prior to commencing operation, a cannabis business shall be subject to a mandatory building inspection and must obtain all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes but is not limited to obtaining any required building permit(s), fire department approvals, Health Department approvals and other zoning and land use permit(s) and approvals.

Sec. 5-6.803. - Certification from Building Department. Prior to commencing operations, a cannabis business must obtain a certification from the Building Department certifying that the business is located on a site that meets all of the requirements of the City's Zoning and Municipal Code, including Title 9, Chapter 2, Article 29 (Cannabis businesses).

Formatted: Not Highlight

Sec. 5-6.804. - Right to Occupy and to Use Property. As a condition precedent to the City's issuance of a cannabis business permit pursuant to this Chapter, any person intending to open and to operate a cannabis business shall provide sufficient evidence of the legal right to occupy and to use the proposed location. In the event the proposed location will be leased from another person, the applicant shall be required to provide a signed and notarized statement from the owner of the property, acknowledging that the property owner has read this Chapter and consents to the operation of the cannabis business on the owner's property.

Sec. 5-6.805. - Limitations on City's Liability. To the fullest extent permitted by law, the City of California City shall not assume any liability whatsoever with respect to having issued a cannabis business permit pursuant to this Chapter or otherwise approving the operation of any cannabis business. As a condition to the approval of any cannabis business permit, the applicant shall be required to meet all of the following conditions before they can receive the cannabis business permit:

(a) They must execute an agreement, in a form approved by the City Attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City of California City, and its officers, officials, employees, representatives, and agents, harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to, the City's issuance of the cannabis business permit, the City's decision to approve the operation of the cannabis business or activity, the process used by the City in making its decision, the alleged violation of

any federal, state or local laws by the cannabis business or any of its officers, employees or agents.

(b) Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the City Attorney.

(c) Reimburse the City of California City for all costs and expenses, including but not limited to attorney fees and costs and court costs, which the City of California City may be required to pay as a result of any legal challenge related to the City's approval of the applicant's cannabis business permit, or related to the City's approval of a cannabis activity. The City of California City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

ARTICLE 9. - OPERATING REQUIREMENTS FOR ALL CANNABIS BUSINESSES PERMITTED UNDER THIS CHAPTER

Sec. 5-6.901. - Records and Recordkeeping.

Formatted: Not Highlight

(a) Each owner and operator of a cannabis business shall maintain accurate books and records, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a cannabis business permit issued pursuant to this Chapter), or at any time upon reasonable request of the City, each cannabis business shall file a sworn statement detailing the number of sales by the cannabis business during the previous twelve-month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes paid or due to be paid.

(b) Each owner and operator of a cannabis business shall maintain a current register of the names and the contact information (including the name, address, telephone number, and percentage of ownership) of anyone owning or holding an interest in the cannabis business, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the cannabis business. The register required by this paragraph shall be provided to the ~~City Police Department~~ upon a reasonable request. If at any time a corporation, LLC, company, trust or other entity holds an interest in a cannabis business, the register required by this paragraph shall also include the name and contact information of a person designated as being able to answer all questions on behalf of that entity, together with the name of every person holding an interest in that cannabis business. The designated representative shall provide whatever additional information the City Manager or his/her designee or the Police Department may reasonably request concerning the owners of that entity.

Formatted: Not Highlight

(c) All cannabis businesses shall maintain an inventory control and reporting system as required by state law.

(d) Subject to any restrictions under the Health Insurance Portability and Accountability Act (HIPPA) regulations, each cannabis business shall allow City of California City

officials to have access to the business's books, records, accounts, together with any other data or documents relevant to its permitted cannabis activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents will be produced no later than two (2) business days after receipt of the City's request, unless otherwise stipulated by the City.

Sec. 5-6.902. - Security Measures.

~~(a)~~ ~~(a)~~ A permitted cannabis business shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the cannabis business. Except as may otherwise be determined by the City Manager or his/her designee(s), these security measures shall include compliance with all State security regulations required under the Cannabis Licensee's State cannabis license, as those regulations may be amended from time to time.

Formatted: Font: (Default) Arial, 12 pt

~~(b)~~ Every cannabis business and cannabis dispensary shall provide adequate security on the premises, including lighting and alarms, to insure the safety of Persons and to protect the premises from theft. As part of an Application for a cannabis use, each applicant shall prepare and submit a security plan for review and approval by the Chief of Police, which plans shall remain updated and secured on file in the protective custody of the Building Department. The information provided for purposes of this section shall be maintained by the Building Department as confidential information, and shall not be disclosed as public records unless pursuant to subpoena issued by a court of competent jurisdiction.

Formatted: Font: (Default) Arial, 12 pt

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

~~(a)(c)~~ The City Council may impose further security requirements above and beyond the minimum security requirements imposed by State regulations, upon the recommendation of the Chief of Police based on the unique circumstances associated with a particular cannabis business. Except as may otherwise be determined by the City Council, these security measures shall include compliance with all State security regulations required under the Cannabis Licensee's State cannabis license, as those regulations may be amended from time to time.

Formatted: Font: (Default) Arial, 12 pt

~~(b)(d)~~ Each cannabis business shall identify a designated security representative/liaison to the City of California City, who shall be reasonably available to meet with the City Manager, the City's Police Chief, the City Fire Chief, or their designees, regarding any security related measures or and operational issues.

~~(e)(e)~~ The cannabis business shall cooperate with the City whenever the City Manager or his designee makes a request, upon reasonable notice to the cannabis business, to inspect or audit the effectiveness of any security plan or of any other requirement of this Chapter.

~~(d)(f)~~ A cannabis business shall notify the Chief of Police or his/her designee(s) within twenty-four (24) hours after discovering any of the following:

(1) Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City Council ~~City Manager or his/her designee~~.

(2) Diversion, theft, loss, or any criminal activity involving the cannabis business or any agent or employee of the cannabis business.

(3) The loss or unauthorized alteration of records related to cannabis, registering qualifying patients, primary caregivers, or employees or agents of the cannabis business.

(4) Any other breach of security.

g. A minimum of one Security Guard is required at all times at each cannabis business and delivery only dispensary as follows:

- 1) Minimum age 21 if armed and 18 years of age if unarmed
- 2) Complete State of California Security Guard Program
- 3) Background Check/Criminal History
- 4) Distinctively marked uniforms with company ID attached to uniform
- 5) Distinctively marked patrol vehicles (no Black/Whites)

h. Retail Cannabis Dispensaries shall have 2 security guards unless a lesser number is approved by the City Council upon recommendation of the Chief of Police based on the effectiveness of the security plan implemented by the cannabis dispensary, with the security guards meeting the following qualifications:

- 1) Minimum age 21 if armed and 18 years of age if unarmed
- 2) Complete State of California Security Guard Program
- 3) Background Check/Criminal History
- 4) Distinctively marked uniforms with company ID attached to uniform
- 5) Distinctively marked patrol vehicles (no Black/Whites)

i. When more than one cannabis businesses or dispensary is located adjacent to, or in close proximity to, another cannabis business or dispensary, the businesses or dispensaries may present a joint security patrol plan to the Chief of Police for review and approval to avoid redundant activity and excess costs, provided the required level of security patrol and effectiveness are not compromised, as determined by the Chief of Police.

Formatted: Font: 12 pt

Formatted

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Indent: Left: 0.25", Numbered + Level: 1 +
Numbering Style: a, b, c, ... + Start at: 9 + Alignment:
Left + Aligned at: 0.75" + Indent at: 1"

Formatted: Font: 12 pt

Formatted: Indent: Left: 0.25", First line: 0"

Sec. 5-6.903. - Restriction on Alcohol Sales. No person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the premises of the cannabis business.

Sec. 5-6.905. - Fees and Charges.

(a) No person may commence or continue any cannabis activity in the City, without timely paying in full all fees, taxes and charges required for the operation of a cannabis activity. Fees and charges associated with the operation of a cannabis activity shall be established by resolution of the City Council which may be amended from time to time.

(b) All cannabis businesses authorized to operate under this Chapter shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees

required under federal, state and local law. Each cannabis businesses shall be required to cooperate with City with respect to any request to audit the cannabis business' books and records for the purpose of verifying compliance with this section, including but not limited to a verification of the amount of taxes required to be paid during any period.

Sec. 5-6.906. - Miscellaneous Operating Requirements.

(a) Hours of Operation. Cannabis businesses operating as retail storefront dispensaries may be open for access to the public only between the hours of 8:00 AM. and 7:00 P.M.

(b) Other cannabis businesses may operate only during the hours specified in the cannabis business permits issued by the City.

(c) Restriction on Consumption. Cannabis shall not be smoked, ingested, used, or otherwise consumed on the property or premises of a cannabis businesses or elsewhere in the City of California City, other than within private residences.

(d) No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a cannabis business permit, or on any of the vehicles owned or used as part of the cannabis business. No outdoor storage of cannabis or cannabis products is permitted at any time.

(e) Emergency Contact. Each cannabis business shall provide the **City Manager or his/her designee(s), the City's Chief of Police and the City's Fire Chief** with the name, telephone number (including mobile number) of one or more on-site employee(s) or owner(s), to whom emergency notice can be provided at any hour of the day.

(f) Signage and Notices.

- (1) In addition to the requirements otherwise set forth in this section, business identification signage for a cannabis business shall conform to the requirements of the California City Municipal Code, including, but not limited to, seeking the issuance of a City sign permit.
- (2) No signs placed on the premises of a cannabis business shall obstruct any entrance or exit to the building or any window.
- (3) Each entrance to a cannabis business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the cannabis business is prohibited.
- (4) Business identification signage shall be limited to that needed for identification only and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No cannabis business shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the cannabis business or elsewhere including, but not limited to, the public right-of-way.
- (5) Signage shall not be directly illuminated, internally or externally, except that the name and address of the business may be illuminated at night. No banners, flags, billboards or other prohibited signs may be used at any time.
- (6) Holders of cannabis dispensary permits agree that, as an express and ongoing condition of permit issuance and subsequent renewal, the holder of

the permit shall be prohibited from advertising any cannabis business located in the City of California City utilizing a billboard (fixed or mobile), bus shelter, placard, aircraft, or other similar forms of advertising, anywhere within fifty (50) miles of the City limits. This paragraph is not intended to place limitations on the ability of a cannabis business to advertise in other legally authorized forms, including on the internet, in magazines, or in other similar ways.

(g) Minors.

- (1) Persons under the age of eighteen (18) years shall not be allowed on the premises of a cannabis business and shall not be allowed to serve as a driver for a mobile delivery service. It shall be unlawful and a violation of this Chapter for any person to employ any person at a cannabis business who is not at least eighteen (18) years of age.
- (2) The entrance to the cannabis business shall be clearly and legibly posted with a notice that no person under the age of eighteen (18) years of age is permitted to enter upon the premises of the cannabis business.

(h) Odor Control. Odor control devices and techniques shall be incorporated in all cannabis businesses to ensure that odors from cannabis are not detectable off-site. Cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the cannabis business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the cannabis business. As such, cannabis businesses must install and maintain the following equipment, or any other equipment which ~~the Chief of Police or the Fire Chief (depending on the situation)~~ **Code Enforcement** determines is a more effective method or technology:

- (1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;
- (2) An air system that creates negative air pressure between the cannabis business's interior and exterior, so that the odors generated inside the cannabis business are not detectable on the outside of the cannabis business.
- (i) Display of Permit and City Business License. The original copy of the cannabis business permit issued by the City pursuant to this Chapter and the City issued business license shall be posted inside the cannabis business in a location readily-visible to the public.
- (j) Background Check. Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorizes city authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, manager, or supervisor of the cannabis business must submit fingerprints and other information deemed necessary by the City

Commented [BS7]: Neither the Police or Fire Chiefs have the time or capacity to make determinations on Odor Control mechanisms or processes. These are code compliance issues.

Commented [CM8R7]: Okay, then it will fall under Code enforcement.

Commented [BS9R7]: Changed to Code Enforcement.

Manager or his/her designee(s) for a background check. The City Manager shall contract with a qualified third party to conduct the required background check and report back to the City Manager the results. The City shall not disseminate the information reported to it as a result of the background check to any private party. Also pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which requires that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject of record, no person shall be issued a permit to operate a cannabis business or related work permit unless they have first cleared the background check. A fee for the cost of the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a cannabis business permit is submitted. If this amount is not sufficient, the applicant shall provide additional amounts that are necessary and if the applicant is unable to provide the additional amounts necessary to complete the investigation, the investigation shall cease and shall not continue until such additional amounts are paid. Upon completion of the investigation or if the applicant withdraws their application, any fees paid for this process will be deemed non-refundable.

- (k) Loitering. The owner and/or operator of a cannabis business, and the owner of the underlying parcel, shall prohibit loitering by persons outside the cannabis business, whether the loitering is occurring immediately outside the business or anywhere else on their property or parcel.
- (l) Permits and other Approvals. Prior to the establishment of any cannabis business or the operation of any such business, the person intending to establish a cannabis business must first obtain all applicable planning, zoning, building, and other applicable permits from the relevant governmental agency which may be applicable to the zoning district in which such cannabis business intends to establish and to operate.

ARTICLE 10. - ADDITIONAL REQUIREMENTS FOR DISPENSARIES

Sec. 5-6.1001. - Operating Requirements.

- (a) Owners and Operators are required to verify the age and the necessary documentation of each customer to ensure the customer is not under the age of eighteen (18) years.
- (b) Dispensaries may have on-site, in the retail sales area of the dispensary, only that quantity of cannabis and cannabis products reasonably anticipated to meet the daily demand readily available for sale.
- (c) At no time shall cannabis or cannabis products be donated or given away, unless it is for a valid purpose and pursuant to a program authorized in writing in advance by the City.
- (d) All restroom facilities shall remain locked and under the control of management.

ARTICLE 11. - ADDITIONAL REQUIREMENTS FOR CULTIVATION FACILITIES

Sec. 5-6.1101. - Operating Requirements.

Commented [BS10]: Reporting the results of the vetting process simply adds another step that produces little value. The third party will have already determined whether the applicant meets the criteria for State and local regulations. There is nothing left for the Police Chief to be involved in. This runs counter to the stated goal of the cannabis industry having as little impact on the Police and Fire Depts as possible.

Commented [CM11R10]: Background checks are confidential and should only be reviewed by law enforcement.

Commented [BS12R10]: Exactly, the third-party contractor does all of the criminal history checking and reports only those violations that would disqualify an applicant. They have the correct credential to do these checks and relieves the PD from this labor intense process. What is the purpose of the Chief receiving a report on the result?

Commented [CM13R10]: How detailed is the report? If it is very detailed, then the PD should see it. If it just states pass or fail, then it can be filed at City Hall for cross reference only.

- (a) Outdoor Cultivation Prohibited. The cultivation of all cannabis must occur indoors, and only in a facility holding a valid cannabis business permit from the City under this Chapter. All outdoor cultivation is prohibited. This restriction against outdoor cultivation specifically includes, but is not limited to, a prohibition on the outdoor cultivation of any plants which an individual may be growing for his/her personal use, if the growth of plants for personal use is authorized under State law.
- (b) In no case shall cannabis plants be visible from a public or private road, sidewalk, park or any common public viewing area.
- (c) Cannabis cultivation shall be conducted in accordance with state and local laws related to land conversion, grading, electricity, water usage, water quality, woodland and riparian habitat protection, agricultural discharges, and similar matters.
- (d) Pesticides and fertilizers shall be properly labeled and stored to avoid contamination through erosion, leakage or inadvertent damage from pests, rodents or other wildlife.
- (e) The cultivation of cannabis shall at all times be operated in such a way as to ensure the health, safety, and welfare of the public, the employees working at the cannabis business, visitors to the area, neighboring properties, and the end users of the cannabis being cultivated, to protect the environment from harm to streams, fish, and wildlife; to ensure the security of the cannabis being cultivated; and to safeguard against the diversion of cannabis.
- (f) All applicants for a cannabis cultivation permit shall submit the following in addition to the information generally otherwise required for a cannabis business:
 - (1) A cultivation and operations plan that meets or exceeds minimum legal standards for water usage, conservation and use; drainage, runoff, and erosion control; watershed and habitat protection; and proper storage of fertilizers, pesticides, and other regulated products to be used on the parcel, and a description of the cultivation activities (indoor, mixed light) and schedule of activities during each month of growing and harvesting, or explanation of growth cycles and anticipated harvesting schedules for all season harvesting (indoor, mixed light).
 - (2) A description of a legal water source, irrigation plan, and projected water use.
 - (3) Identification of the source of electrical power and plan for compliance with applicable Building Codes and related codes.
 - (4) Plan for addressing odor and other public nuisances which may derive from the cultivation site.

ARTICLE 12. -ADDITIONAL REQUIREMENTS FOR DELIVERY DISPENSING SERVICES

Sec. 5-6.1201. - Permitted; Association with Dispensaries. Mobile delivery of cannabis from dispensaries shall be permitted pursuant to this Chapter. Delivery of cannabis from a dispensary permitted pursuant to this Chapter can only be made in a city or county that does not expressly prohibit it by ordinance.

ARTICLE 13. -ADDITIONAL REQUIREMENTS FOR MANUFACTURED CANNABIS

Sec. 5-6.1301. - Cannabis Manufacturing: Edibles and Other Cannabis Products; Sale or Distribution of Edible and Other Cannabis Products. The manufacturing of food or other products infused with or which otherwise contain cannabis may be manufactured within the appropriate manufacturing zoning districts as described in Title 9, Chapter 2, Article 29, subject to the regulations set forth in this Chapter, and subject to whatever additional regulations may be promulgated hereunder by an ordinance or resolution of the City Council.

Sec. 5-6.1302. - Packaging and Labeling.

- (a) Before a cannabis manufacturer delivers any edible cannabis or edible cannabis product to a dispensary, the same shall be labeled and placed in tamper-evident packaging which at least meets the requirements of California Business and Professions Code Section 19347, as the same may be amended from time-to-time or superseded or replaced by subsequent State legislation or by any department or division of the State of California.
- (b) All items to be sold or distributed shall be individually wrapped at the original point of preparation by the business permitted as a cannabis manufacturer.
- (c) Labeling must include a warning if nuts or other known allergens are used and must include the total weight (in ounces or grams) of cannabis in the package.
- (d) A warning that the item is a medication and not a food must be clearly legible on the front of the package.
- (e) The package must have a label warning that the product is to be kept away from children.
- (f) The label must also state that the product contains cannabis and must specify the date of manufacture.
- (g) Any edible cannabis product that is made to resemble a typical food product must be in a properly labeled opaque (non-see-through) package before it leaves the cannabis manufacturing business.
- (h) Deliveries must be in a properly labeled opaque package when delivered.
- (i) The City Council may impose additional packaging and labeling requirements on cannabis or cannabis products by resolution, as permitted by law.

ARTICLE 14. -APPLICATION OF CHAPTER; OTHER LEGAL DUTIES

Sec. 5-6.1401. - Promulgation of Regulations and Standards.

- (a) ~~In addition to any regulations adopted by the City Council, Only the City Council is only authorized to may establish by resolution any additional rules, regulations and standards governing the issuance, denial or renewal of cannabis business permits, the ongoing operation of cannabis businesses, security requirements applicable to specific businesses and the City's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this Chapter, provided such regulations are approved by the City Council before they are implemented.~~
- (b) Regulations shall be published on the City's website.
- (c) Regulations promulgated by the **City Council Manager** shall become effective upon date of publication. Cannabis businesses shall be required to comply with all state and

Commented [BS14]: Should this be City Manager?

Commented [CM15R14]: No, this is setting City policy.

Formatted: Strikethrough

Formatted: Highlight

Formatted: Highlight

local laws and regulations, including but not limited to any rules, regulations or standards adopted by the City Council Manager or his designee

Formatted: Highlight

Formatted: Highlight

Sec. 5-6.1402. - Community Relations.

(a) Each cannabis business shall provide the name, telephone number, and email address of a community relations contact to whom notice of problems associated with the cannabis business can be provided. Each cannabis business shall also provide the above information to all businesses and residences located within two hundred (200) feet of the cannabis business and shall provide opportunity for those businesses and residents within two hundred (200) feet to visit and to tour the cannabis business at least once on a mutually convenient date and time. Any additional request shall be at the sole discretion of the cannabis business operator.

(b) During the first year of actual operation of a cannabis business pursuant to this Chapter, the owner, manager, and community relations representative from each cannabis business holding a permit issued pursuant to this Chapter shall attend a quarterly meeting with the City Manager or his/her designee(s) to discuss costs, benefits, and other community issues arising as a result of implementation of this Chapter. After the first year of operation, the owner, manager, and community relations representative from each such cannabis business shall meet with the City Manager or his/her designee(s) when and as requested by the City Manager or his/her designee(s).

Sec. 5-6.1403. - Fees Deemed Debt to City of California City. The amount of any fee, cost or charge imposed pursuant to this Chapter shall be deemed a debt to the City of California City that is recoverable via an authorized administrative process as set forth in the Municipal Code, or in any court of competent jurisdiction.

Sec. 5-6.1404. - Permit Holder Responsible for Violations. The person to whom a permit is issued pursuant to this Chapter shall be responsible for all violations of the laws of the State of California or of the regulations and/or the ordinances of the City of California City, whether committed by the permittee or any employee or agent of the permittee, which violations occur in or about the premises of the cannabis business whether or not said violations occur within the permit holder's presence.

Sec. 5-6.1405. - Inspection and Enforcement.

(a) The City's Police Department, Fire Department, Code Enforcement and Building Department, and Finance Department are charged with enforcing the provisions of the California City Municipal Code, and any provision thereof, and may enter the location of a cannabis business at any time during the hours of operation without notice, and inspect the location of any cannabis business as well as any recordings and records required to be maintained pursuant to this Chapter or under applicable provisions of State law.

(b) It is unlawful for any person having responsibility over the operation of a cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a cannabis business under this Chapter or under state or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any

records, recordings or other documents required to be maintained by a cannabis business under this Chapter or under State or local law.

Sec. 5-6.1406. - Concurrent Regulation with State. It is the stated intent of this Chapter to regulate cannabis activity in the City of California City concurrently with the State of California.

ARTICLE 15. -VIOLATIONS AND ENFORCEMENT

Sec. 5-6.1501. - Violations declared a public nuisance. Each and every violation of the provisions of this Chapter is hereby deemed unlawful and a public nuisance.

Sec. 5-6.1502. - Each Violation a Separate Offense. Each and every violation of this Chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the California City Municipal Code. Additionally, as a nuisance per se, any violation of this Chapter shall be subject to injunctive relief, any permit issued pursuant to this Chapter being deemed null and void, disgorgement and payment to the City of any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The City of California City may also pursue any and all remedies and actions available and applicable under State and local laws for any violations committed by the cannabis business or persons related to, or associated with, the cannabis activity. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the City Manager, his/her designee, or the Chief of Police, may take immediate action to temporarily suspend a cannabis business permit issued by the City, pending a hearing before the City Council.

Sec. 5-6.1503. - Criminal Penalties. Each and every violation of the provisions of this Chapter may be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars (\$1,000.00) or imprisonment in the county jail for a period of not more than twelve (12) months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.

Sec. 5-6.1504. - Remedies Cumulative and Not Exclusive. The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law.

ARTICLE 29. - CANNABIS BUSINESSES AND CANNABIS DISPENSARIES

Sec. 9-2.2900. - Purpose and General Prohibitions.

(a) The purpose of this Article is to further fulfill the purposes and intents set forth in Title 5, Chapter 6 of the California City Municipal Code.

(b) The operation of any cannabis business within the City is strictly prohibited, unless the owner and/or operator first obtains a cannabis business or dispensary permit, issued by the City pursuant the requirements of Title 5, Chapter 6 of the City's Municipal Code. Owners and operators shall at all time remain in compliance with the requirements of Title 5, Chapter 6, and with all applicable State laws, and shall further be required to obtain a state issued cannabis business permit as soon as those permits are available for issuance.

Sec. 9-2.2901. - Applicability.

(a) Nothing in this Article is intended, nor shall it be construed, to burden any defense to criminal prosecution under the Compassionate Use Act or other state law.

(b) All the provisions of this Article shall apply to all property, public and private, within the City.

(c) All the provisions of this Article shall apply indoors and outdoors.

Sec. 9-2.2902. - Definitions. Unless otherwise provided herein, the terms used in this Article shall have the meanings ascribed to them in Title 5, Chapter 6 of the California City Municipal Code, unless otherwise indicated.

Sec. 9-2.2903. - Location and Design of Cannabis businesses. Cannabis businesses including those permitted to engage in cultivation, manufacturing, testing, distribution, and dispensing of cannabis and cannabis products are subject to the following zoning and locational requirements:

(a) Cannabis businesses are permitted uses on property zoned M-1 (Light Industrial) or M-2 (Heavy Industrial) only, and must meet all of the requirements for developments in those zones; and

(b) The property on which the cannabis business is located must also meet all of the following distance requirements:

(1) It shall be no closer than two hundred (200) feet of any residentially zoned parcel in the City, including any legal non-conforming residential uses as of the date the cannabis business permit is issued. The distance between cannabis business and the residential parcel shall be measured from the outer boundaries of the residential parcel to the first structure on the property seeking the cannabis permit.

(2) It shall be no closer than ~~one thousand six hundred (1,000)(600)~~ feet from any parcel containing any of the following:

A. A school, college or university (whether public, private, or charter, including pre-school, transitional kindergarten, and K-12);

Formatted: Indent: Left: 0", Hanging: 0.44"

Commented [BS16]: When you apply the 1,000-foot radius it becomes almost impossible to find a suitable location. The actual experience of dispensaries operating in other communities does not show dispensaries create a negative impact on their neighborhood. State regulations use the 600-foot measure and do not include churches or parks in the limit.

Commented [CM17R16]: We can be more stringent than the State and I feel this would be the right call.

- B. ~~A church or other house of worship;~~
- C. A ~~park,~~ daycare facility serving nine or more children and is licensed by the county.
- D. A drug or alcohol rehabilitation facility providing on-site medical treatment.

- (c) Each proposed cannabis business project shall:
- (1) Conform with the City's general plan, any applicable specific plans, master plans, and design requirements.
 - (2) Comply with all applicable zoning and related development standards.
 - (3) Be constructed in a manner that minimizes odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties.
 - (4) Be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required for the development.
 - (5) Be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.
 - (6) Be provided with adequate electricity, sewerage, disposal, water, fire protection and storm drainage facilities for the intended purpose.

For the purposes of this Article, the distance between parcels shall be the horizontal distance measured in a straight line from the property line where the sensitive use is located to the first structure on the lot seeking the cannabis business permit, without regard to any intervening structures.

Sec. 9-2.2904. - Location and Design of Cannabis Dispensaries.

- (a) Cannabis Dispensaries, both storefront retail and delivery only, are permitted uses on property zoned M-1 (Light Industrial) or M-2 (Heavy Industrial) only, and
- (b) Must meet all of the requirements for developments in those zones and comply with all requirements for Cannabis Businesses set forth in section 9-2.2903.

Sec. 9-2.2905. - Certification from ~~Building Department~~City Manager. Prior to commencing operations, a cannabis business must obtain a certification from the Building Department certifying that the business is located on a site that meets all of the requirements of this Title.

Commented [BS18]: This section is repetitious since this already included in a prior section.

Sec. 9-2.2906. - Cultivation of Cannabis. All cannabis cultivation, whether indoors or outdoors, is prohibited within the City of California City, except as may be specifically authorized through the issuance of a cannabis business permit pursuant to the requirements of Title 5, Chapter 6, of this Code or a maximum of six plants grown indoors as authorized by State law for personnel use.

Sec. 9-2.2907. - Declaration of Public Nuisance. Any use, structure, or property that is altered, enlarged, erected, established, maintained, moved, or operated contrary to the

provisions of this Article, is hereby declared to be unlawful and a public nuisance and may be abated by the City through civil proceedings by means of a restraining order, preliminary or permanent injunction, or in any other manner provided by law for the abatement of such nuisances.

Sec. 9-2.2908. - Violations.

(a) Violations of this Article shall be punishable pursuant to Title 1, Chapter 3, of this Code, as it may be amended from time to time, and as permitted by State law.

(b) This Article is not the exclusive means for the abatement of illegal cannabis businesses or illegal cannabis dispensaries within the City of California City. The remedies set forth pursuant to this section shall be in addition to any other existing remedies for violations of the Zoning Code, including but not limited to, any action at law or equity.

Formatted: Indent: Left: 0"

CITY COUNCIL

June 12, 2018

TO: Mayor and City Council
FROM: Robert Stockwell, City Manager
SUBJECT: Seasonal Parks and Rec Employees

BACKGROUND:

At the last Council meeting the Council froze all hiring unless approved by the City Council. Because of the pending layoffs we did not recruit for seasonal Recreation Aids/Cashiers or Life Guards. With the Council action to continue all current staffing and programs we need to staff and open the swimming pool and recreation programs. These positions are included in the 2017-2018 Budget.

RECOMMENDATION:

The City Council approve the hiring of the following positions through the end of August 2018:

3 - Seasonal Recreation Aids/Cashiers	Range 3	\$11.05 - \$12.79
4 - Seasonal Life Guards	Range 15	\$11.08 - \$14.14

CITY COUNCIL

June 12, 2018

TO: Mayor and City Council
FROM: Robert Stockwell, City Manager
SUBJECT: Associate Planner- Exempt Position

BACKGROUND:

In July 2017 the City entered into an agreement with Muni-Temps to provide an Associate Planning Technician (Anu Doravari). Anu has proven to be real asset to our Planning operations and we feel this position should be converted to full-time employment. By hiring Anu the annual cost of this position, as a city employee, would be **\$26,106.20** less than continuing the contract with Muni-Temps. This saving in cost includes paying the required fee to Muni-Temps to hire Anu. The city job description and range of Associate Planner fits the requirements of what she has been doing and is at the hourly rate she was being paid by Muni-Temps.

RECOMMENDATION:

The City Council waives the hiring freeze and approves the hiring of Anu Doravari as an Associate Planner at Range 39, Step 3 @ \$25.29 per hour, \$52,603.20 annually.

Wages	\$56,603.20
Benefits	<u>\$20,250.00</u>
Total	\$76,853.20

FISCAL IMPACT:

The cost to keep this position through Muni Temps is at a rate of **\$102,960** annually. This will be a yearly savings of **\$26,106.20**

